IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
VOLUSIA COUNTY, FLORIDA

CASE NO.
DIVISION:

David Marquis
Plaintiff *Pro Se*

VS.

Daytona Beach Resort and Conference Center
Condominium Association LLC Board Of
Directors and
Tomoka Property Management, INC
Defendants.

COMPLAINT FOR INJUNCTIVE RELEIF
AND OTHER RELEIF

Plaintiff David Marquis, *Pro Se* sues Defendants Daytona Beach Resort and Conference Center Condominium Association Board of Directors, the governing body of a Florida not-profit corporation and Tomoka Property Management INC and alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff, David Marquis is a unit owner at Daytona Beach Resort and Conference Center and a member of the Daytona Beach Resort Condominium Association by virtue of being a managing member of Capital Productions LLC which holds title and Deed to unit 116 of Daytona Beach Resort and Conference Center. Capital Productions is a Florida Limited Liability Company authorized and doing business in Volusia County Florida.

2. Defendant Daytona Beach Resort and Conference Center Condominium Association Board of Directors, hereto referred to as DBR COA is, and at all material times hereto was, a Florida

Not for Profit Corporation created and existing under Chapter 718 of the Florida Statutes for the operation of the Daytona Beach Resort and Conference Center Condominium. DBR COA is authorized and is doing business in Volusia County, Florida. The DBR COA is responsible for operation and maintenance of the Daytona Beach Resort and Conference Center Condominium and is charged with the responsibility to enforce the Declaration of Condominium attached as EXHIBIT "A" hereto referred to as the DECLARATION, and its Bylaw attached as EXHIBIT "B". It is managed by its Directors and Officers.

3. Defendant Tomoka Property Management Company INC hereto referred to as TOMOKA, has submitted itself to the jurisdiction of the court by doing business in Volusia County Florida and serving as the Community Association Manager. TOMOKA is a Florida corporation doing business in Volusia County, Florida.

4. The Daytona Beach Resort and Conference Center, ("the Condominium Hotel") located at 2700 North Atlantic Avenue, Daytona Beach, Volusia County, Florida 32118, is a hotel condominium with 318 hotel units and multiple commercial units.

5. Up until the year 2000 the Daytona Beach Resort property had been operated as a typical hotel. On or about December 6, 2000, the Hotel was converted to a condominium hotel and was renamed The Daytona Beach Resort and Conference Center. The Declaration of Condominium of the Daytona Beach Resort and Conference Center, EXHIBIT "A", filed in the Official Records of Volusia County, Florida at Book 4501, Pages 904 to 1006, provides that the Condominium Hotel is a commercial property operating as a hotel for temporary lodging to the public at large for pay and expressly prohibits owners from utilizing the hotel units as residences and/or homesteads.

6. The DECLERATION also contains permanent covenants and restrictions governing the rights,

liabilities and use and occupancy of the Condominium. The DECLERATION runs with the land and serves as a contract between the unit Owners and the DBR COA of which each Owner is subject to the terms and conditions of the Declaration.

7. The DECLERATION for the Condominium Hotel established DBR COA as the entity responsible for the operation and management of the Condominium through its Directors and Officers subject to the provisions and restrictions set forth in the DECLERATION and BYLAWS.

8. This Complaint seeks Injunctive and other Relief and is within the jurisdiction of this Court pursuant to Fla. Stat. §26.012.

9. Venue is appropriate in Volusia County as the subject condominium property is located in Volusia County, and Plaintiff's cause of action arose there.

GENERAL ALLEGATIONS

COUNT I – INJUNCTIVE RELIEF (AGAINST DBR COA AND TOMOKA PROPERTY MANAGEMENT)

10. This is an action for temporary and permanent injunctive relief against Defendants DBR COA and TOMOKA. Plaintiff realleges paragraphs 1 through 9 as set forth fully herein.

11. Defendant DBR COA has a duty under Fla Statute § 713.111(13) to cause to be completed an annual audit of its financial accounts. For at least the past 3 fiscal years no annual external audit has been undertaken.

12. TOMOKA owes a fiduciary duty to DBR COA and its members per Fla Statute § 718.111(1)(a)

13. Under a contract signed by DBR COA and TOMOKA, TOMOKA is responsible for completing an annual audit of the Association's financial accounts in accordance with both their contract and per Florida Statute. This contract is attached as exhibit "C". Specifically, Pg. 8, EXHIBIT A section 1.6 details this independent annual audit.

14. Tomoka has failed to have caused to be completed an annual financial audit for at least the past 3 years both in violation of their current contract and in violation of the Florida Statute.

15. Plaintiff has requested to DBR COA to fulfill their fiduciary duty and to Tomoka Property Management via certified mail to produce copies of annual audits during the years 2021, 2022 and 2023 This request is attached as EXHIBIT "D"

16. TOMOKA has failed to respond or produce copies of the annual audits that were requested under Fla Statute § 718.111(12)(c)1. TOMOKA has stated that no audits have been conducted for the years 2020, 2021 or 2022.

17. By failing to have audits completed as required by the Condo Act and the management contract with DBR COA, TOMOKA has breached its fiduciary duty to DBR COA and each of its members.

SPECIFIC RELIEF

WHEREFORE, Plaintiff requests this Court to enter Final Judgment:

a. Directing DBR COA and TOMOKA to take all steps necessary to complete an external audit of all DBR COA financial accounts for the years 2021, 2022 and 2023. This audit shall be completed no later than 90 days from the date of entry of this Judgement.

b. Directing DBR COA and TOMOKA to send a true copy of each annual audit to each member of Daytona Beach Resort and Conference Center Condominium Association.

c. Directing DBR COA and TOMOKA to comply with Fla. Stat. § 718.111(13) in regards to all future required audits.

d. Awarding Plaintiff reasonable attorney's fees, suit monies and court costs, pursuant to the Governing Documents and Fla. Stat. § 718.303;

e. Awarding Plaintiff compensatory damages as a result of DBR COA failure to cause to be completed annual financial audits which has prevented Plaintiff from selling property owned by Plaintiff. Plaintiff has received multiply offers but Buyers request current financial documents. Offers have been withdrawn due to lack of these documents.

f. Awarding any further relief this Court deems appropriate and proper.

LEGAL RIGHT

18. The conduct of DBR COA with regards to annual financial audits constitutes wrongful and deliberate breaches of the terms, restrictions and conditions under the Governing Documents and/or the Condominium Act.

19. In this regard, an alleged violation of Fla. Stat. § 718.111(3) 3. is not a "dispute" under Fla. Stat. § 718.1255(1) that requires prelitigation arbitration. Fla. Stat. § 718.303 authorizes injunctive relief." Mitchell v. Beach Club of Hallandale Condo. Assoc., Inc., 17 So.3d 1265, 1267 (Fla. 4th DCA 2009)

IRREPARABLE HARM

20. The failure by DBR COA to cause to be conducted annual financial audits is a violation of the Governing Documents and Condominium Act

21. In the condominium context, "the requirement of irreparable harm is satisfied when a violation of chapter 718 is shown. Amelio v. Marilyn Pines Unit II Condo. Ass'n, Inc., 173 So. 3d 1037, 1040 (Fla. 2d DCA 2015).

INADEQUATE REMEDY OF LAW

22. Plaintiff, as a direct result of DBR COA violation of the Condominium Act and/or the Governing Documents, does not have an adequate remedy of law, in that monetary relief is inadequate or unavailable to correct a violation of the Condominium Act.

SUCCESS ON THE MERITS

23. The Condominium Act and/or the Governing Documents provide express requirements for annual financial audits to be conducted. The underlying conduct upon which this Count is plead is sufficient to prove a violation of the Condominium Act occurred, therefore, success on the merits is likely for Plaintiff

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COUNT II INJUNCTIVE RELIEF (AGAINST DBR COA)

24. Plaintiff reaffirms and realleges paragraphs 1 through 9 as if fully set forth in this Count.

25. This is an action for preliminary and mandatory injunctive relief by the Plaintiff pursuant to Fla. Stat. § 718.303(1) seeking to enjoin DBR COA from enforcing a special assessment passed against each unit owner and member of the Daytona Beach Resort and Conference Center Condominium Association.

26. The decision of the Board to cause DBR COA to levy the special assessment on or about June 1st 2023 was not in keeping with its fiduciary duty to the Association members and was not in the best interests of the community.

27. The decision of DBR COA to levy the special assessment is arbitrary, capricious and in bad faith.

28. The amount of the special assessment against each unit is not for a condominium property expense nor for a common expense.

29. A specific part of the special assessment was levied to repair a seawall that is not condominium property nor a DBR COA common expense. The amount of this levy was $6300 per unit for a total amount of $2,000,000 Notice of special assessment is attached as EXHIBIT "E"

30. Defendant DBR COA has argued in American Arbitration Association (AAA) Case No.: 01-20-0019-3759 that the seawall is developer retained property and not a DBR COA expense. Its Motion for summary judgment is attached as exhibit "F".

31. The special assessment violates the Condominium Act and the Governing Documents in that special assessments may only be assessed to cover expenses for condominium property or common expenses.

32. Pursuant to Fla. Stat. §718.303(1), DBR COA should be preliminarily and then permanently enjoined from enforcing the special assessment passed against all units.

SPECIFIC RELIEF

WHEREFORE, Plaintiff requests this Court to enter Final Judgment:

a. Enjoining, preliminarily and then permanently, DBR COA from enforcing the special assessment;

b. Ordering DBR COA to repay within 30 days any and all monies obtained from the special assessment back to the respective paying unit owners;

c. Award Plaintiff reasonable attorney's fees, suit monies and court costs, pursuant to the Governing Documents and Fla. Stat. § 718.303;

d. Award Plaintiff fair and adequate compensatory damages as a result of the special assessment which has prevented Plaintiff from selling properties owned by Plaintiff; and

e. Awarding any further relief this Court deems appropriate and proper.

LEGAL RIGHT

33. The conduct of DBR COA with regards to the Seawall special assessment constitutes wrongful and deliberate breaches of the terms, restrictions and conditions under the Governing Documents and/or the Condominium Act.

34. The matter of a levy of a special assessment is not subject to nonbinding arbitration as required by the Condominium Act. Villorin v. Village of Kings Creek Condominium Ass'n, Inc., 789 So. 2d 1157, 1158 (Fla. 3d DCA 2001) nor is it subject to arbitration under the governing documents.

IRREPARABLE HARM

35. The special assessment levied by DBR COA is a violation of the Governing Documents and Condominium Act.

36. Specifically, the Declaration provides “Funds for the payment of common expenses shall be assessed to unit owners in the proportion or percentages provided in the Declaration” Section XX 20.2.

37. The seawall special assessment was levied in violation of the Declaration and the Condominium Act. And the Governing Documents.

38. In this regard, "an alleged violation of chapter 718 is itself a harm for which section 718.303 authorizes injunctive relief." Mitchell v. Beach Club of Hallandale Condo. Assoc., Inc., 17 So.3d 1265, 1267 (Fla. 4th DCA 2009)

39. In the condominium context, "the requirement of irreparable harm is satisfied when a violation of chapter 718 is shown. Amelio v. Marilyn Pines Unit II Condo. Ass'n, Inc., 173 So. 3d 1037, 1040 (Fla. 2d DCA 2015).

INADEQUATE REMEDY OF LAW

40. Plaintiff, as a direct result of DBR COA violation of the Condominium Act and/or the Governing Documents, does not have an adequate remedy of law in that monetary relief is inadequate or unavailable to correct a violation of the Condominium Act.

41. The enjoinment of the enforcement of the special assessment outweighs any possible resulting injury to DBR COA, as DBR COA may proceed to lien and then foreclose on the units when the special assessment is not paid, which may result in a loss of property.

SUCCESS ON THE MERITS

42. The Condominium Act and/or the Governing Documents provide express requirements to be followed when levying a special assessment. The underlying conduct upon which this Count is filed is contradictory to that language and, therefore, success on the merits is likely for Plaintiff.

COUNT III – INJUNCTIVE RELIEF
(AGAINST THE ASSOCIATION AND TOMOKA PROPERTY MANAGEMENT)

43. This is an action for temporary and permanent injunctive relief against Defendants DBR COA and TOMOKA. Plaintiff realleges paragraphs 1 through 9 as set forth fully herein.

44. Defendant DBR COA through Defendant TOMOKA has been collecting fees from members that are not authorized under the governing documents.

45. The DECLERATION allows a $25.00 fee and interest to be collected from unit owners who are delinquent on assessments owed to DBR COA, EXHIBIT "A" page 22 Article XXI section 21.3.

46. Without any legal or statutory authority, TOMOKA has been charging unit owners who are delinquent on assessments a $10.00 notice fee on top of and in addition to the $25.00 late fee and interest. Nowhere in the governing documents is this fee permitted to be charged to unit owners' accounts. A copy of a unit owners ledger statement from TOMOKA is attached as EXHIBIT "H". This ledger statement shows a $10.00 notification fee charged on 7/15/2023, 8/15/2023, 9/15/2023 and 10/15/2023.

47. Nowhere in the Governing Documents or the Condominium Act is this fee expressly permitted to be charged to owners.

SPECIFIC RELIEF

WHEREFORE, Individual Plaintiffs request this Court to enter Final Judgment:

a. Enjoining conduct by DBR COA and TOMOKA from conduct that is inconsistent with the Governing Documents.

b. Awarding Plaintiff reasonable attorney's fees, suit monies and court costs, pursuant to the Governing Documents and Fla. Stat. § 718.303;

c. Awarding Plaintiff compensatory damages as a result of Plaintiff being forced and compelled to pay charges to TOMOKA or risk of a lien placed on and potential foreclosure of plaintiff's unit at DBR.

d. As a result of this irreparable harm Plaintiff's unit was unfairly sent to collections. TOMOKA further does not have their collection policy posted for owners nor was Plaintiff ever notified that due to collections, he would be assessed additional late fees and legal fees. Further, Plaintiff was removed from the Board once his unit was unfairly sent to collections.

e. Awarding any further relief this Court deems appropriate and proper.

IRREPARABLE HARM

48. The $10.00 collection fee levied by TOMOKA on unit owners who are delinquent is in contradiction with the Governing Documents. This fee which accumulates and is added each month to a unit owner's account that is delinquent, thereby causes additional expense and ultimately may be a factor in the foreclosure on their property by the BDR COA.

INADEQUATE REMEDY AT LAW

49. Plaintiff, as a direct and proximate result of DBR COA and TOMOKA's violation of the Governing Documents, does not have an adequate remedy at law.

50. The enjoinment of the enforcement of the collection fee outweighs any possible resulting injury to TOMOKA of DBR COA, as DBR COA may proceed to lien and then foreclose on the units when the fee is not paid, which may result in a loss of property.

SUCCESS ON THE MERITS

51. The granting of this injunction by the Court is not contrary to the public's interest but has been authorized under applicable law.

52. The public interest supports the issuance of an injunction, as Florida's public policy supports strictly construing and enforcing a condominium's declaration. Cohn v. Grand Condo. Ass'n, Inc., 62 So. 3d 1120, 1121 (Fla. 2011)

53. Fla. Stat. § 718.303, applicable to this cause, provides as follows: (1) Each unit owner, each tenant and other invitee, and each association is governed by and must comply with the provisions of this chapter, this declaration, the documents creating the association, and the association bylaws which shall be deemed expressly incorporated into any lease of any unit. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by the unit owner against: (a) The association... (d) Any director who willfully and knowingly fails to comply with these provisions... The prevailing party in any such action ... is entitled to recover reasonable attorney's fees.

54. Plaintiff is entitled to and seek recovery herein of the reasonable attorneys' fees, suit monies and court costs incurred in this action as provided, in part, including but not limited to Fla. Stat. § 718.303(1).

David D. Marquis
/s/David Marquis
Pro Se
3752 Paige Street
Port Orange FL. 32129
(240)298-1195

G:\KM\CONDOS\DAYTONA\Declaration

THIS INSTRUMENT PREPARED BY:
LEONARD LUBART, ESQUIRE
GREENSPOON, MARDER, HIRSCHFELD,
RAFKIN, ROSS & BERGER, P.A.
Trade Centre South, Suite 700
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DECLARATION OF CONDOMINIUM

ESTABLISHING

DAYTONA BEACH RESORT AND CONFERENCE CENTER,

A CONDOMINIUM RESORT

SUBMISSION STATEMENT

DAYTONA BEACH RESORT, L.L.C., a Florida limited liability company, hereinafter called the "Developer," for itself, its successors, grantees and assigns, hereby states and declares that the real property described as Phases I through IV on Exhibit "A", together with other Phases as and when added to the property pursuant to the provisions hereof, all as described in Exhibit "A" attached hereto and made a part hereof, is submitted to condominium ownership, pursuant to the requirements of the statutes of the State of Florida, hereinafter sometimes referred to as the "Condominium Act," the provisions of which are hereby incorporated by reference as is fully set forth herein, and does hereby file for record this Declaration of Condominium.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land as the case may be, shall be non-exclusive and perpetual unless sooner terminated as upon all Unit Owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the By-Laws of the Association. Both the burdens imposed and the benefits granted shall run with each Unit and the interests in the Common Elements.

I. Name

1.1 The name of the Condominium is: DAYTONA BEACH RESORT AND CONFERENCE CENTER, A CONDOMINIUM RESORT.

1.2 The name of the Unit Owners' Association is DAYTONA BEACH RESORT AND CONFERENCE CENTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association."

II. Land

The land comprising this condominium is described on Exhibit "A," Sheet 1, attached hereto and made a part hereof as if fully set forth herein.

III. Definitions

The terms used in this Declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, State of Florida and as follows unless the context otherwise requires:

3.1 "Assessment" - means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

3.2 "Association" - means the corporate entity responsible for the operation of the Condominium.

3.3 "Board of Administration" - means the Board of Directors of the Association or other representative body responsible for administration of the Association.

3.4 "By-Laws" - means the By-Laws of the Association existing from time to time.

3.5 "Common Elements" - means the portions of the Condominium Property not included in the Units.

3.6 "Common Expenses" - means all expenses and Assessments properly incurred by the Association for the Condominium.

3.7 "Common Surplus" - means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

3.8 "Condominium" - means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements.

3.9 "Condominium Parcel" - means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.10 "Condominium Property" - means the lands, leaseholds, and personal property that are subject to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant hereto intended for use in connection with the Condominium.

3.11 "Declaration" or "Declaration of Condominium" - means the instrument or instruments by which a Condominium is created as they are from time to time amended.

3.12 "Developer" - means a person who creates a Condominium or offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an

Owner or lessee of a Unit who has acquired his Unit for his own occupancy. As used herein, the term "Developer" shall include assigns and successors in interest to the original Developer.

3.13 "Institutional First Mortgage" - means a mortgage owned or held by an Institutional First Mortgagee.

3.14 "Limited Common Elements" - means those Common elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units as specified in the Declaration of Condominium.

3.15 "Mortgagee" or "Institutional First Mortgagee" - means a bank, Federal or State savings and loan association, insurance company, mortgage company, real estate investment or business trust, pension fund, an agency of the United States government, any other lender generally recognized as an institutional type lender, or the Developer (including any nominee of Developer) owning and holding a mortgage encumbering a Condominium Unit.

3.16 "Operation" or "Operation of the Condominium" - includes the administration and management of the Condominium Property.

3.17 "Unit" - means a part of the Condominium Property which is subject to exclusive ownership. A Unit may be in improvements, land, or land and improvements together, as specified in this Declaration.

3.18 "Unit Owner" or "Owner of a Unit" - means the owner of a Condominium Parcel.

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

IV. Description The Condominium is described as follows:

4.1 A survey of the land submitted to condominium ownership is set forth on Exhibit "A" attached hereto. The Affidavit of Surveyor as to the Substantial Completion of the improvements is attached hereto and made a part hereof as Exhibit "A." A graphic description of the improvement or improvements in which the Units are located and the identification of each Unit by letter, name or number, so that no Unit bears the same designation as any other Unit, and the plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their respective locations and approximate dimensions is attached hereto as and made a part hereof as Exhibit "A."

4.2 The Developer reserves the right to change the interior or exterior design or arrangement of all Units as long as the Developer owns the Units so changed and altered or receives permission from the Owner. If such change reflects a material change to the exterior design or arrangement of one or more Units, it shall be reflected by an amendment of this Declaration; any amendment for such purpose need be signed and acknowledged only by the Developer and Mortgagee, if any, and need not be approved by any other person, including, but not limited to, the Association, contract vendees, or Unit Owners, anything herein to the contrary notwithstanding. Without limiting the generality of the foregoing, the rights reserved in this paragraph 4.2 shall permit the Developer, at its option prior to creating this Condominium and thereafter, to change the number of Units within the Condominium and/or the interests of the Unit Owners in the Common or Limited

Common Elements. However, notwithstanding any of the foregoing to the contrary, the aggregate of the undivided interests of the Unit Owners in the Common or Limited Common Elements of such units so redesigned or rearranged shall remain the same, although the undivided interests of the Unit Owners in the Common Elements or Limited Common Elements of such Units so redesigned or changed may be different than as originally provided herein. To the extent that an amendment hereunder changes the configuration or size of any Unit in any material fashion, materially alters or modifies the appurtenances to the Unit or changes the proportion or percentage by which the Owner of the parcel shares the Common Expenses or owns the Common Surplus, such an amendment shall require the consent of the record Owner of the affected Unit and of all record owners of liens on the affected Unit, as well as a majority of total voting interests, unless required by any governmental entity. The provisions of this paragraph shall supercede the provisions of Article IX hereof.

4.3 The following non-exclusive easements shall be covenants running with the land and are expressly granted and/or reserved in favor of the Unit Owners, occupants of any Unit, their guests and invitees, to-wit:

(1) Utilities: Blanket non-exclusive easements are reserved throughout the Condominium Property as may be required for utility services in order to adequately serve the Condominium. In the event any Unit, recreation area, Common or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the Owner or Owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

(2) Encroachments: In the event that any Unit shall encroach upon any of the Common Elements or any other Unit for any reason other than the intentional act of the Unit Owner or in the event that any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such encroachments so long as the same shall continue.

(3) Traffic: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the Unit Owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property, except to the extent that the space may be specifically designated and assigned for parking purposes.

(4) Access: Each Unit Owner and any officer, agent, employee or designee of the Association or member of the Board of Administration of the Association shall have access across any Limited Common Elements for the purpose of ingress and egress.

(5) A non-exclusive easement for ingress and egress over streets, walks and other rights-of-way serving the Units of this Condominium as part of the Common Elements necessary to provide reasonable access to the public ways.

4.4 Except as reserved to the Developer, the Association shall not permit the commercial use of any portion of the Common Elements by the Association, a Unit Owner or a licensee or designee of the Association. Commercial use as used herein shall include any trade or business, whether or not for profit.

V. Identification of Units, Limited Common Elements and Common Elements, Survey, Shares in Common Elements, Prorations of Common Expenses, Voting Rights

5.1 The Condominium Units and all other improvements constructed on the Condominium Property are set forth in detail in Exhibit "A" attached hereto. Each Condominium Unit is described in such a manner that there can be determined therefrom the identification, location and dimensions of such Unit and the Common Elements appurtenant thereto.

Each Condominium Unit is identified by a number, letter or name or combination thereof, so that no Unit bears the same designation as any other Unit. Areas designated as "LCE" or Limited Common Elements on Exhibit "A" attached hereto are Limited Common Elements in accordance with Article XIII hereof. All remaining areas of the Condominium are Common Elements. Exhibit "A" also depicts Developer Retained Property.

5.2 Subject to any provisions of the By-Laws of the Association applicable thereto, a Unit Owner is entitled to one (1) vote for each Unit owned. If a Unit is owned by more than one person, the Owners of said Unit shall designate one (1) of them as the voting member, or, in the case of ownership by a corporation, an officer or an employee thereof shall be designated the voting member. The vote of a Unit shall not be divisible.

VI. Condominium Parcels, Appurtenances, Possession and Enjoyment

6.1 The Condominium Parcel is a separate parcel of real property owned in fee simple, or any other estate of real property recognizable by law.

6.2 There shall pass with a Unit as appurtenances thereto:

(1) An undivided share in the Common Elements and Common Surplus.

(2) The exclusive right to use the portion of the Common Elements as may be provided by the Declaration.

(3) An exclusive easement for the use of the air spaces occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.

(4) A Unit Owner is entitled to the exclusive possession of his Unit, subject to the irrevocable right of the Association to access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs necessary to prevent damage to Common Elements or to another Unit or Units. A Unit Owner shall be entitled to use the Common Elements in accordance with the purpose for which they are intended, but no use may hinder or encroach upon the lawful rights of other Unit Owners.

VII. Restraint Upon Separation and Partition of Common Elements

7.1 The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit whether or not separately described.

7.2 The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered, except with the Unit.

7.3 The share in the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

VIII. Common Elements

8.1 Common Elements include within their meaning the following items:

(1) The Condominium Property which is not included within the Units.

(2) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Unit and the Common Elements.

(3) An easement of support in every portion of a Unit which contributes to the support of a building.

(4) The property and installations required for the furnishing of utilities and other services to more than one Unit to the Common Elements.

8.2 Any person having any interest under mortgages of record that encumber any portion of the Common Elements that are not satisfied prior to the recordation of this Declaration shall consent to the recordation of this Declaration; provided, however, in lieu of joining in the execution of this Declaration, any mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

8.3 Recreational facilities may be expanded or added by the Developer without the consent of the Unit Owners or the Association.

IX. Amendment of Declaration

9.1 Unless otherwise provided herein, the Declaration may be amended by two thirds (2/3) of the Unit Owners executing a modification or amendment to this Declaration with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located; or in the alternative, this Declaration may be amended at any regular or special meeting of the Unit Owners called or convened in accordance with the By-Laws the affirmative vote of voting members casting not less than two thirds (2/3) of the total vote of the members of the Association and the execution by the Association of a certificate of the amendment with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located.

(1) Such an amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus provided the record Owner of the Unit and all record owners of liens on it join in the execution of the amendment, provided, however, this section shall not apply to the acquisition of a Unit by the Association.

(2) If it appears that through scrivener's error a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common elements in that Condominium have not been distributed in this Declaration, so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fails to equal one hundred (100%) percent, or if it appears that more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of Common Surplus have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Board of Administration or a majority of the Unit Owners. To be effective the amendment must be executed by the Association and the Owners of the Units and the owners of mortgages thereon affected by the modifications being made in the shares of Common Elements, Common Expenses or Common Surplus. No other Unit Owner is required to join in or execute the amendment.

(3) The Common Elements designated by this Declaration may be enlarged by an amendment in the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of this Declaration. The amendment must be approved and executed as provided herein. The amendment shall vest title in the Unit Owners as part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements which are appurtenant to the Unit owned by them.

(4) No amendment shall be passed which shall impair or prejudice the rights and priorities of Mortgagees.

Notwithstanding the foregoing, the consent or joinder of owners of liens on a Unit shall only be required for amendments materially affecting the rights or interests of the lienholder or as otherwise required by the Federal National Mortgage Corporation or the Federal Home Loan Mortgage Corporation, provided that such a requirement provides that such consent may not be unreasonably withheld. This provision is subject to the provisions of Section 18.14 hereof.

9.2 Notwithstanding anything contained in this Article IX, while the Developer is entitled to appoint a majority of the Board of Directors, the Declaration may be amended by a majority of the Board of Directors provided that such Amendment shall not change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, nor increase the proportion of Common Expenses nor decrease the ownership of Common Elements borne by a Unit Owner or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Without limiting the generality hereof, such an amendment may include the changing of a Common Element to a Limited Common Element.

Said amendment need only be executed and acknowledged by the Board of Directors and the consent of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

9.3 Notwithstanding anything contained herein to the contrary, the Developer reserves the right to amend the Declaration of Condominium without the consent of Unit Owners in order to meet the requirements of any governmental agency or quasi-governmental corporation participating in the mortgage market, including, but not limited to, the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation. Without limitation, such am amendment may include any amendments required or requested by the Department of Business & Professional Regulation of the State of Florida. To the extent required by Section 718.110(4), F.S.,

the consent of a majority of total voting interests must also be obtained for an amendment under this section.

X. Termination

10.1 The Condominium Property may be removed from the provisions of Florida Statutes Condominium Act only by consent of all of the Unit Owners evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the Condominium Parcels.

10.2 Upon removal of the Condominium Property from the provisions of the Condominium Act, the Condominium Property is owned in common by the Unit Owners in the same undivided shares as each Owner previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

10.3 The termination of a Condominium does not bar the creation of another Condominium affecting all or any portion of the same property.

XI. Equitable Relief

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition.

XII. Enforcement of Maintenance

In the event the Owner of a Unit violates the provisions hereof, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the provisions hereof; or the Association shall have the right to charge the Unit Owner for the necessary sums to correct the violation and to collect such charge. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

XIII. Limited Common Elements

In this Condominium there are Limited Common Elements appurtenant to some of the Units. There shall pass with a Unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant as shown on Exhibit "A". Expense of maintenance and repair relating to these Limited Common Elements shall be considered Common Expenses for the purpose of cost of repair and maintenance, except that the Association shall not be responsible for the repair or replacement of any improvements to any of these Limited Common Elements whether in the course of maintenance of the Limited Common Elements or otherwise.

Initially, Balcony Limited Common Elements must be covered with a flooring material (including but not limited to paint or tile) specified by the Developer, which material may

be the same for all Balcony Limited Common Elements. The Association may, when replacement of such material is necessary, choose a different color or style of material, provided that such choice must be consistent for all Units.

XIV. Insurance and Condemnation Provision

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the Condominium Property required to be insured by the Association pursuant to paragraph 14.2 below. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times. To the extent that any insurance required hereunder is obtained by the Developer and billed, prorata, to the Association under the Easement and Maintenance Agreement, the Association shall be deemed to be in compliance with this section. The Association shall coordinate the procurement of insurance with the Developer in order to obtain appropriate insurance coverage under this Declaration and the Easement and Maintenance Agreement.

The insurance, other than title insurance, which shall be carried upon the Condominium Property and property of the Unit Owners shall be governed by the following provisions:

14.1 Liability Insurance: The Board of Administration of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium, and insuring the Association and the Unit Owners, as its and their interests appear, in such amount as the Board of Administration of the Association may determine from time to time, provided that the minimum amount of coverage shall be $100,000/$300,000/$10,000. Said insurance shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain a cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner. Premiums for payment of such insurance shall be paid by the Association and charged as a Common Expense.

14.2 Casualty Insurance:

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association and all Unit Owners and their mortgagees, as their interests may appear, from a company acceptable to the Board of Administration of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Administration. All hazard policies issued to protect the Condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed, or replacements thereof like kind or quality, in accordance with the original plans and specifications, or as existed at the time the Unit was initially conveyed if the original specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the Unit Owners shall be considered additional insureds under the policy. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and shall be charged as a Common Expense. The company or companies, with which the Association shall place its insurance coverage, as herein provided must be good and responsible companies, authorized to do

business in the State of Florida. The Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property shall have the right to approve the policies, the company or companies who are the insurers under the insurance placed by the Association, and the amount thereof, and the right to designate and appoint the Insurance Trustee, which shall be a bank in Florida with trust powers. (All rights granted to Mortgagees in this paragraph shall be referred to as "Mortgagee's Insurance Rights.") In the absence of the action of said Mortgagee, the Association shall have said right without qualifications.

14.3 Loss Payable Provision - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal, the sufficiency of policies, the failure to collect any insurance proceeds, nor the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes herein stated, and for the benefit of the Association, the Unit Owners, and their respective mortgagees (hereinafter sometimes collectively referred to as "Beneficial Owner"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(1) Common Elements: Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(2) Condominium Units: Proceeds on account of Units shall be in the following undivided shares:

(a) Partial Destruction - When units are to be repaired and restored for the Owners of the damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

(b) Total destruction of Condominium improvements or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as hereinafter provided in this Article XIV, for the Owners of all Units, each Owner's share being in proportion to his share in the Common Elements appurtenant to his Unit.

(3) Mortgagees: In the event an Institutional First Mortgage encumbers a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

14.4 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Beneficial Owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(1) Reconstruction or Repair: If the damage, for which the proceeds were paid, is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners (or

retained, pursuant to paragraph 14.8 below). All remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair: If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Beneficial Owners; remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgage whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Administration determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the Beneficial Owners as surplus in the manner provided in this Article XIV, or retained pursuant to paragraph 14.8 below.

(3) Certificate: In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the name of the Unit Owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

14.5 Loss Within a Single Unit: If loss shall occur within a single Unit without damage of the Common Elements, the insurance proceeds shall be distributed to the Beneficial Unit Owner with remittances to said Unit Owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same; provided, however, such remittance shall be made solely to an Institutional First Mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the Unit Owner shall be fully responsible for the restoration of his Unit.

14.6 Loss Less Than "Very Substantial": Where a loss or damage occurs to more than one Unit, to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the Common Elements, with no, or inconsequential damage or loss to any individual Unit and if such damage or loss to the Common Elements is less than $3,000, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the provisions of subparagraph (6) infra, if the damage or loss involves any individual Unit as well as the Common Elements, or if the damage is limited to

the Common Elements alone, but is in excess of $3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property, the written approval shall also be required of such Institutional First Mortgagee. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the Institutional First Mortgagee, if said Institutional First Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and final releases and waivers of mechanics' liens to the Insurance Trustee, and execute any Affidavit required by law or by the Association, the aforesaid Institutional First Mortgagee, or the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the Institutional First Mortgagee whose approval may be required as aforesaid, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida which is acceptable to said mortgagee.

(4) Subject to the foregoing, the Board of Administration shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and a Special Charge against the individual Unit Owners for that portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Administration finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual Unit which has been damaged, then the Board of Administration shall levy the Assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The Special Charge is fully enforceable in the manner of foreclosing a mortgage upon real property. The special Assessment funds and Special Charge funds shall be delivered by the Association to the Insurance Trustee and added, by said Trustee, to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special Assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, this provision may be waived by the Board of Administration in favor of any Institutional First Mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over.

14.7 "Very Substantial" Damage: As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-quarters (3/4) or more of the total unit space in any building comprising the Condominium Property is rendered untenantable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage on any of said buildings becomes payable.

The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

(1) If such very substantial damage has occurred to the building, and in the absence of any determination to abandon the Condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to the building shall be held by the Insurance Trustee solely for the benefit of Unit Owners (and their mortgagees).

(2) Thereupon, a membership meeting shall be called by the Board of Administration, to be held not later than thirty (30) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are sufficient to cover the cost thereof so that no special Assessment is required, then the Condominium Property shall be restored and repaired unless three fourths (3/4) of the total votes of the members of the Condominium shall vote to abandon the Condominium in which case the Condominium Property shall be removed from the provisions of the law, in accordance with the statutes of the State of Florida.

(b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are not sufficient to cover the cost thereof so that a special Assessment will be required, as set forth above, then a vote will be taken of the membership of this Condominium to determine whether the Condominium should be abandoned. Said Assessment shall be made and the Condominium Property restored and repaired, unless two thirds (2/3) of the total votes of the members of this Condominium shall vote to abandon, the Association shall immediately levy such special Assessment.

(c) Unless it is determined to abandon the Condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special Assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the Property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the Property, as hereinabove provided. To the extent that any insurance proceeds are paid over to Institutional First Mortgagees, and in the event it is determined not to abandon the Condominium and to vote a special Assessment, the Unit Owner shall be obliged to replenish the funds so paid over to his mortgagee, and said Unit Owner shall be liable to the Association for such sum.

(3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Administration shall be binding upon all Unit Owners (but not upon Institutional First mortgagees).

14.8 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Administration, unless the Institutional First Mortgagee holding and owning the highest dollar indebtedness on Units in the Condominium Property requires distribution. In the event of

distribution, then the Insurance Trustee shall distribute such balance to the Beneficial Owners of the fund in accordance with each Unit's undivided interest in the Common Surplus of the Association.

14.9 Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

14.10 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Administration, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

14.11 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each Unit Owner, for the purpose of compromising the settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

14.12 Institutional First Mortgagee's Right to Advance Premiums: Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the mortgagee(s), said Institutional Mortgagee(s) shall have the right, at its option to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Mortgagee shall be subrogated to the Assessment and lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

14.13 Worker's Compensation policy to meet the requirements of law.

14.14 Such other insurance as the Board of Administration shall determine from time to time be desirable.

14.15 Each individual Unit Owner shall be responsible for purchasing at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property, and living expense insurance.

14.16 Anything in this Article XIV to the contrary notwithstanding, an Institutional First Mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged Unit in the same share as the share in the Common Elements appurtenant to such Unit, in the event: (a) its mortgage is not in good standing and is in default; or, either (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or (c) it is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such Mortgagee has not consented in writing to such change or alteration.

14.17 Notwithstanding anything contained herein to the contrary, in the event a loss occurs which is determined to have been attributable to a particular Unit and such loss causes damage to the Common Elements and/or other Units within the Condominium, then the Unit Owner of the Unit to which the loss is attributable shall be liable for the entire expense of the insured's policy deductible, if any. In the event a loss occurs to the Common Elements and/or more than one (1) Unit within the Condominium and such loss cannot be determined to have emanated from any particular Unit, then all Unit Owners within the Condominium -- in the event the damage is solely

to the Common Elements or the owners of the Units so damaged in the event the loss involves more than one (1) Condominium Unit -- shall bear the expense of the insured's policy deductible, if any, on a pro rata basis.

14.18 Condemnation:

(1) Deposit of Awards with Insurance Trustee: The taking of Condominium Property by condemnation shall be deemed to be a casualty and the awards for the taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failing to so do, the defaulting Unit Owner shall be liable to the Association in the amount of his award or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

(2) Determination Whether to Continue Condominium: Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

(3) Disbursement of Funds: If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

(4) Unit Reduced But Tenantable: If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Restoration of Unit: The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the Owner of the Unit shall be obliged to pay such excess amount.

(b) Distribution of Surplus: The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees in accordance with each Unit's undivided interest in the Common Surplus of the Association.

(c) Adjustment of Shares in Common Elements: If the floor area of the Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced by the proportion by which the floor area of the Unit is reduced by the taking, and then the share of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

(5) Unit Made Untenantable: If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall

be used for the following purpose in the order stated and the following changes shall be effected in the Condominium:

(a) Payment of Award: The award shall be paid first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenantable; and then jointly to the Unit Owners of Units not tenantable and their mortgagees in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional First Mortgagees; and the balance, if any, to repairing and replacing the Common Elements.

(b) Addition to Common Elements: The remaining portion of the Unit, if any, shall become part of the Common elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) Adjustment of Shares in Common Elements: The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these Owners as they exist prior to the adjustment.

(d) Assessments: If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

(e) Arbitration: If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of special performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

(6) Taking of Common Elements: Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the

condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

(7) Amendment of Declaration: The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by condemnation shall be evidenced by an amendment of this Declaration that need be approved by two thirds (2/3) of all Unit Owners whose ownership of the Common Elements are affected by such condemnation.

XV. Sale, Lease or Transfer

15.1 In the event any Unit Owner wishes to sell or transfer his Unit, the Association shall have the option to purchase said Unit, upon the same conditions as are offered by the Unit Owner to a third person. Any attempt to sell said Unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided however, any deed may be validated by subsequent approval of the Association in the event of a sale without prior approval as herein provided.

15.2 Should a Unit Owner wish to sell or transfer his Unit, he shall deliver to the Board of Directors a written notice containing a copy of the executed purchase agreement between buyer and seller, which agreement shall be executed subject to the Board's waiver of its right of first refusal and consent to the sale or transfer. The Unit Owner shall also submit to the Board, within five (5) days from receipt of any request by the Board, any supplemental information as may be required by the Board.

15.3 The Board of Directors, within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice), designate the Association, or one or more persons, other than Unit Owners, who are willing to purchase upon the same terms as those specified in the Unit Owner's notice. The Board shall exercise this right of first refusal only for a valid reason that serves the best interest of the Association and its members.

15.4 The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to purchase upon the same terms and conditions specified in the Unit Owner's notice. Thereupon, the Unit Owner shall either accept such Offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) or failure of such person(s) to make such binding offer within the said fourteen (14) day period, shall be deemed consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell said interest pursuant thereto to the prospective purchaser or tenant named therein in accordance with the agreement submitted to the Association.

15.5 In the event the sale or transfer to a third party is approved by the Board of Directors but is not ultimately consummated or the Unit Owner withdraws his offer to the Association or rejects the offer of the stated designee of the Association, the Unit Owner may not sell or transfer his Unit without further complying with the terms and conditions of this Section 15.

15.6 The consent of the Board of Directors shall be in proper recordable form, signed by two (2) officers of the Association and shall be delivered to the purchaser. Should the

Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors shall nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

15.7 The Association shall have the right to require that a substantially uniform form of purchase agreement be used.

15.8 If a corporate entity is the owner of a Unit, it may designate the occupants of the Units as it desires and for such period of time as it desires without compliance with the provisions of this Section 15. The foregoing shall not be deemed an assignment or subleasing of a Unit.

15.9 No fee shall be charged in connection with the proposed sale, transfer or approval in excess of the expenditures reasonably required for credit report expenses which shall not exceed fifty dollars ($50.00).

15.10 Anything in this Section 15 to the contrary notwithstanding, should any Condominium Unit or Parcel at any time become subject to an Institutional First Mortgage, the holder thereof, upon becoming the owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell or otherwise transfer said Unit, including the fee ownership thereof, without prior offer to the Board of Directors.

15.11 The provisions of this Section with regard to sale shall not be applicable to the Developer which is irrevocably empowered to sell Units to any purchasers. The said Developer shall have the right to transact any business necessary to consummate sales of said Units, including, but not limited to, the right to maintain model Units, have signs, employees in the offices, use the Common Elements and show Units. Sales offices, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer.

15.12 The foregoing provisions of this Section shall not apply to transfer by a Unit Owner to any member of his immediate family (i.e., spouse, children or parents); or if a parcel is owned by a form of co-tenancy, to transfers from one tenant to the other co-tenant.

15.13 No judicial sale of a parcel or any interest therein shall be valid unless:

(1) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two (2) officers of the Association, and delivered to the purchaser; or

(2) The sale is a result of a public sale with open bidding.

15.14 The Board of Directors of the Association shall have the right to withhold consent and approval of prospective Unit Owners to any sale, transfer or otherwise in the event these perspective Unit Owners or lessees by being such a Unit Owner would automatically violate or breach a term, condition, restriction, rule or regulation or covenant under this Declaration or Exhibits hereto, or in the event the seller or transferrer is in violation or breach of any term, condition, restriction, rule or regulation or covenant under this Declaration or Exhibits hereto.

15.15 The foregoing provisions of this paragraph shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon

the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer or sale by an Institutional Mortgagee that so acquires its title; nor shall such provisions apply to a transfer or sale by a "bulk grantee" is defined as a grantee acquiring three (3) or more units from said Institutional Mortgagee. The assignee of a mortgage originally taken by an Institutional mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said Institutional Mortgagee. Neither shall such provisions apply to the Developer or the officer, stockholder or director of the Developer, and any such person or corporation shall have the right to freely sell, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this Section, and without the approval of the Association and without payment of any screening fee. As used in this paragraph 15.15, the term "Institutional Mortgagee" shall include any nominee, designee or assignee of the Institutional Mortgagee.

15.16 Each tenant shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, the documents creating the Association and the Association By-Laws, and the provisions thereof shall be deemed expressly incorporated into any lease of a Unit.

XVI. Liens

16.1 Subsequent to recording the Declaration and while the property remains subject to the Declaration, no liens of any nature are valid against the Condominium Property as a whole, except with the unanimous consent of the Unit Owners. During this period, liens may arise or be created only against individual Condominium Parcels.

16.2 Labor performed or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the Mechanics' Lien Law against the Unit or Condominium Parcel of any Unit Owner not expressly consenting to or requesting the labor or materials. Labor performed or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each Unit Owner and may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners are liable for Common Expenses.

16.3 If a lien against two (2) or more Condominium Parcels becomes effective, each Owner may relieve his Condominium Parcel of the lien exercising any of the rights of a property owner under F.S., Chapter 718, or by payment of the proportionate amount attributable to his Condominium Parcel. Upon the payment, the lienor shall release the lien of record for that Condominium Parcel.

XVII. Remedies of the Association

17.1 All rights, remedies or relief of whatsoever nature or kind provided in favor of the Association in this Declaration, Exhibits hereto, Rules and Regulations promulgated by the Board of Administration, and the Condominium Act shall be cumulative and non-exclusive and none shall exclude, jointly or severally, any other right, remedy or relief permitted by law or otherwise available to the Association.

17.2 Failure by the Association to enforce or declare a violation of the terms and conditions of this Declaration, Exhibits hereto, Rules and Regulations promulgated by the Board of Administration, or the Condominium Act upon occurrence thereof or any delay in taking any action in connection therewith shall not be considered a waiver of such violation and any express waiver

of such violation (which must be in writing to be effective) shall NOT be considered a continuing waiver and upon any subsequent violation, the Association shall not be deemed to have waived its rights to declare such violation and exercise concurrently or severally any rights, remedies or relief the Association may have.

XVIII. The Association

18.1 The document creating the Association is attached hereto and made a part hereof as Exhibit "C." The operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which are attached hereto and made a part hereof as Exhibit "D". The By-Laws may be modified or amended as provided therein. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or the title to Condominium Units.

18.2 The operation of the Condominium shall be by the Association which must be a corporation not for profit. The Owners of Units in the Condominium shall be members of the Association in accordance with the Articles of Incorporation and By-Laws. The officers and directors of the Association have a fiduciary relationship to the Unit Owners in accordance with the Articles of Incorporation and By-Laws.

18.3 The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management and operation of the Condominium Property. After control of the Association is obtained by Unit Owners, other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including, but not limited to, the Common Elements, the roof and structural components of a building or other improvements, mechanical, electrical and plumbing elements serving an improvement or a building, representations of the Developer pertaining to any existing or proposed commonly used facilities, and protesting ad valorem taxes on commonly used facilities, provided however that nothing herein shall be deemed to alter the scope of the Condominium and the Common Elements thereof as set forth on Exhibit "A". The Association has the authority to maintain a class action; the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of any individual Unit Owner or class of Unit Owners to bring any action which may otherwise be available.

18.4 A Unit Owner does not have any authority to act for the Association by reason of being a Unit Owner.

18.5 The powers and duties of the Association include those set forth in this section and those set forth in the Declaration and By-Laws if not inconsistent with this Declaration and the law.

18.6 The Association has the irrevocable right to have access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or of making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

18.7 The Association has the power to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements.

18.8 The Association shall maintain accounting records for the Condominium according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

18.9 The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey them.

18.10 The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association.

18.11 The Association has the authority, without the joinder of any Unit Owner, to modify or move any easement for ingress or egress or for the purposes of utilities if the easement constitutes part of or crosses the Condominium Property. This subsection does not authorize the Association to modify or move any easement created in whole or in part for the use or benefit of anyone, other than the Unit Owners, without their consent or approval as required by law or the approval as required by law or the instrument creating the easement.

18.12 Maintenance and repair of the Common Elements, except as otherwise provided herein, is the responsibility of the Association.

18.13 The Association may acquire, convey, lease or mortgage Association real property upon the approval of fifty (50%) percent of the total voting interests in the Association.

XIX. Membership in Association

19.1 The Association was created to perform the acts and duties of the management of the Units and Common Elements defined and described in this Declaration, and to levy and enforce collection of Assessments necessary to perform said acts and duties.

19.2 All Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said Units.

XX. Common Expenses and Common Surplus

20.1 Common Expenses include the expenses of the operation, maintenance, repair or replacement of the Common Elements, expenses for the Recreational and Other Commonly Used Facilities under the Easement and Maintenance Agreement, utilities for the entire Condominium, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by this Declaration, the documents creating the Condominium, or the By-Laws.

20.2 Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages provided in the Declaration. A Unit Owner's share of Common Expenses shall be in the same proportion as his ownership interest in the Common Elements.

20.3 Common Surplus is owned by Unit Owners in the same shares as their ownership interest in the Common Elements.

20.4 The cost of a master antenna television system or duly franchised cable television service supplied pursuant to a bulk contract shall be deemed a Common Expense in accordance with Section 718.115 of the Florida Statutes.

XXI. Assessments; Liabilities; Lien and Priority; Interest Collection

21.1 A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

21.2 The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made.

21.3 Assessments and installments on them not paid when due bear interest from the date when due until paid at the maximum interest rate permitted by law, and at the sole discretion of the Board of Administration, a late charge not to exceed the greater of Twenty Five dollars ($25.00) or five (5%) percent of each installment of the Assessment for each delinquent installment that the payment is late shall be due and payable.

21.4 (1) The Association shall have a lien on each Condominium Parcel for unpaid Assessments, with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records in the County in which the Condominium Parcel is located. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction.

(2) In the event a Unit Owner is thirty (30) days or more late in the payment of any Assessment due to the Association from the Unit Owner of whatsoever nature or kind, the Board of Administration in its sole discretion may accelerate the subsequent quarterly installments and other known Assessments for the subsequent quarter, and such installments, Assessments may be included in the liens set forth herein. No acceleration beyond a quarterly installment shall be made without simultaneously filing a claim of lien. Notice of any claim of lien filed by the Association or its authorized agent, if any, shall contain the full amount due the Association (whether upon an accelerated basis or not) at the time of filing such claim of lien. In the event a Unit Owner enters a new fiscal year being thirty (30) days or more in default of payment of any installment, Assessment due during any previous fiscal year, the Board of Administration may accelerate all then known remaining monthly installments for Assessment, Special Assessments which are due for the subsequent quarter of the fiscal year in which the Association is entering.

(3) Subject to the provisions of Article 21.6 hereof, the lien for Assessment shall be subordinate and inferior to the lien of any Institutional First Mortgagee recorded prior to the recording of the claim of lien of the Association regardless of when said Assessment was due, but shall not be subordinate and inferior to the lien of any other mortgage or lien of whatsoever nature or kind.

21.5 (1) The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The remedies provided herein shall be non-exclusive and cumulative and shall not exclude any other remedy available to the Association by this Declaration, law or otherwise.

(2) If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, and if ordered by the Court, the Unit Owner shall pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

(3) The Association has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

21.6 The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited as set forth in Section 718.116, Florida Statutes. Notwithstanding anything contained in this Declaration to the contrary, future amendments to the Condominium Act regarding the liability provided for herein shall not be incorporated by reference in this Declaration.

21.7 No person may acquire an interest in a Unit, except through foreclosure of a first mortgage or record or by acceptance of a deed in lieu of foreclosure, as specifically provided herein, including, without limitation, persons acquiring title by operation of law and purchasers at judicial sales until such time as all unpaid Assessments due and owing by the former Unit Owner have been paid.

21.8 Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to his Condominium Parcel. The holder of a mortgage or other lien of record has the same right as to any Condominium Parcel upon which he has a lien.

21.9 No Unit Owner may be excused from the payment of his share of the Common Expenses of a Condominium unless all Unit Owners are likewise proportionately excused from payment, except as provided in Article 21.6 and except that the Developer may be excused from the payment of its share of the Common Expenses while its guarantee is in effect.

21.10 Assessments shall include, but not be limited to, those charges against Unit Owners provided in Article IX of the By-Laws, as well as this Declaration, Exhibits hereto and the Condominium Act.

XXII. Obligations and Restrictions of Members and Owners

In addition to the other obligations and duties heretofore set forth in this Declaration, every Unit Owner shall:

22.1 Promptly pay the Assessments levied by the Association.

22.2 Maintain in a clean and sanitary manner and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors, etc.) whether or not a part of the Unit or Common Elements which are a part of the Unit, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

22.3 Not use or permit the use of his Unit except for purposes consistent with the laws of government authorities having jurisdiction over the property.

22.4 Not permit or suffer anything to be done or kept in his Unit which would increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable notices or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

22.5 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's property, by, through or under him do likewise.

22.6 Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building without the prior written consent of the Association.

22.7 Allow the Board of Administration or the authorized agents of the Association to enter any Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to another Unit or Units.

22.8 Show no sign, advertisement or notice of any type on the Common Elements or his Unit, and erect no exterior antennas and aerials, except as provided in uniform regulations promulgated by the Association and Developer, as appropriate.

22.9 Abide by any regulations regarding children as may be established by the Association, except that no regulations shall prohibit children from residing in or occupying a Unit.

22.10 Make no repairs to any plumbing, air conditioning systems or electrical wiring within a Unit, except by plumbers, repairmen or electricians authorized to do such work by the management of the Association or the Developer, as appropriate. Plumbing, air conditioning and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owner of the Unit. The Association or the Developer, as appropriate, shall pay for and be responsible for plumbing, air conditioning repairs and electrical wiring within the Common Elements. The Association and the Developer shall have the right to exclude any unauthorized repairmen from the Condominium.

22.11 Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate Assessment against his Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Owner of a "Condominium Parcel" in his "Condominium Unit" and in the "Common Elements" shall be considered as a Unit. The value of said Unit shall be equal to the proportion or percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit in Exhibit "B" of this Declaration. The total of all said proportions or percentages equals the value of all of the land and improvements thereon.

22.12 Not replace and/or remove screens, jalousies or other enclosures on balconies, patios or terraces or on other parts of the building, even though such areas may be Limited Common Elements, except with prior written approval of the Board of Administration and the Developer.

22.13 No balconies, patios or terraces shall be extended, enclosed or decorated in any way whatsoever by a Unit Owner without the prior written consent of the Board of Administration and the Developer.

22.14 Except as otherwise provided herein, not divide or subdivide a Unit for purpose of sale or lease. Notwithstanding the foregoing, a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit. Such a combination shall be for occupancy only and shall not be deemed an amendment to the Declaration. Further, any such combination shall not materially alter the configuration of a Unit.

22.15 Not hang any laundry, garments or other objects which are visible from outside of the Unit, except for draperies, blinds, shades or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors. The exterior appearance of all window coverings shall be white or beige in color.

22.16 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each Unit, the Common Elements and Limited Common Elements shall at all times remain in a clean and sanitary condition.

22.17 Not make any use of a Unit that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

22.18 Pets are not permitted in a Unit, except that an Owner may have up to two (2) domesticated pets weighing not more than twenty (20) pounds each..

22.19 The Board of Directors shall have the right to promulgate rules and regulations regarding soundproofing of floors in connection with the installation of floor coverings.

22.20 The Units are for transient occupancy only. No permanent residency is permitted, and no Unit Owner shall file a homestead tax exemption for a Unit.

The Developer shall be exempt from all provisions herein requiring the consent of the Association. Notwithstanding anything contained herein to the contrary, the Developer shall not be exempt from the following: (1) requirements that leases or lessees be approved by the Association; (2) restrictions on the presence of pets; and (3) restrictions on occupancy of Units based on age.

XXIII. Transfer of Association Control

23.1 When Unit Owners, other than the Developer, own fifteen (15%) percent or more of the Units in this Condominium that will be operated ultimately by the Association, the Unit Owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

(1) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) When all the Units that will be operated ultimately by the Association have been completed, some of these have been conveyed to purchasers; and none of the others are being offered for sale by the Developer in the ordinary course of business;

(4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent in Condominiums with less than five hundred (500) Units and two (2%) percent in Condominiums with more than five hundred (500) Units of the Condominium Units operated by the Association; or,

(5) Seven (7) years after the recordation of the Declaration of Condominium.

23.2 If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a Unit Owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sale of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units.

XXIV. Rights Reserved Unto Institutional First Mortgagees

So long as any Institutional First Mortgagee or Institutional First Mortgagees shall hold any mortgage upon any Condominium Unit or Condominium Units or shall be the Owner of any Condominium Unit or Condominium Units and complies with the provisions of Section 24.5 hereof, such Institutional First Mortgagee or Institutional First Mortgagees shall have the following rights, to-wit:

24.1 To be entitled to be furnished with at least one copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statements and report to be furnished, upon written demand, within ninety (90) days following the end of each calendar year.

24.2 To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

24.3 To be given notice of default by any member owning any Unit encumbered by a mortgage held by an Institutional First Mortgagee or Institutional First Mortgagees, such notice to be given in writing and sent to the principal office of such Institutional First Mortgagee or

Institutional First Mortgagees, or to the place which it or they may designate in writing to the Association.

24.4 To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required in keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property a monthly sum equal to one twelfth (1/12th) of the annual amount of such insurance expense and to contribute such other sums as may be required therefor to the end that there shall be on deposit in said escrow account at least one (1) month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by the Association shall be the escrow depository for purposes hereof or the Board of Administration may designate any Institutional First Mortgagee interested in this Condominium to act in such capacity.

24.5 Whenever any Institutional First Mortgagee or Institutional First Mortgagees desire(s) the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property, which written notices shall identify the Condominium Parcel or Condominium Parcels upon which any such Institutional First Mortgagees hold any mortgage or mortgages or identifying any Condominium Parcel owned by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional First Mortgagee or Institutional First Mortgagees.

24.6 Premiums for insurance required to be placed by the Association shall be a Common Expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional First Mortgagee owning and holding the total highest dollar indebtedness against the Condominium Parcels in the Condominium Property, then said Institutional First Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, plus interest thereon at the highest legal rate, said mortgagee shall have a right of action against the Association and the individual Unit Owners for the repayment of any monies so advanced.

24.7 If two (2) or more Institutional First Mortgagees hold any mortgage or mortgagee upon any Condominium Parcel or Condominium Parcels and/or shall be the Owner of any Condominium Parcel or Condominium Parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the Institutional First Mortgagee holding the total highest dollar indebtedness against condominium Parcels in the Condominium Property, and the decision of such Institutional First Mortgagee shall be controlling.

24.8 FHLMC Guidelines: Notwithstanding anything contained in this Declaration to the contrary, it is the intent of Developer to comply with the requirements of the Federal Home Loans Mortgage Corporation (FHLMC) established as of the date hereof. Specifically, the following provisions are hereby made a part of this Declaration:

> "Except as provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least two thirds (2/3) of the first

mortgagees (based upon one (1) vote for each first mortgage owned) or Owners (other than the Developer) of the individual Condominium Units have given their prior approval, the Condominium Home Owners Association shall not be entitled to:

"(a) by act or omission, seek to abandon or terminate the Condominium project;

"(b) change the pro rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rate share of ownership of each Condominium Unit in the Common Elements;

"(c) partition or subdivide any Condominium Unit;

"(d) by act or mission, seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);

"(e) use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such Condominium property."

XXV. Further Submission to Condominium Ownership.

25.1 The Developer, or its assigns, from time to time, may improve further portions of the Developer's land and, by amendment to the Declaration, submit no more than three hundred forty-eight (348) Units, in eighteen (18) Phases, with appurtenances thereto, to condominium ownership; however, nothing contained herein shall obligate the Developer to further develop the Developer's land.

25.2 Each Unit Owner of a Unit depicted on Composite Exhibit "A" attached shall own an undivided interest in the Common Elements as set forth on Exhibit "B" attached. Each Unit Owner's undivided interest in the Common Elements shall be reduced proportionately as more Units are submitted to condominium ownership from time to time by recordation of an amendment hereto.

25.3 The land which may become part of the Condominium in the future, if submitted to condominium ownership by the Developer, and the land on which future Phases may be developed is as described on Exhibit "E" attached.

25.4 The number, general size and floor plans of Units to be included in future Phases is as set forth on Exhibit "G" attached.

25.5 In the event any future Phases containing the total number of Units as set forth on Exhibit "H" attached is submitted to condominium ownership, then at such time each Unit

Owner's undivided interest in the Common Elements, as well as the Common Expenses and Common Surplus, shall be approximated as set forth on Exhibit "H" attached. The actual undivided interest is determined by a formula in which the numerator is one (1) and the denominator is the total number of Units in the Condominium.

25.6 The ownership in the Association attributable to each Unit is set forth in paragraph 25.2 hereof. The membership vote in the Association shall be one (1) vote per Unit. It shall be incumbent upon the Developer to notify the Owners of existing Units of the commencement of or decision not to add an additional Phase. Notice of the foregoing shall be by certified mail addressed to each Unit Owner at the address of his Unit or his last known address.

25.7 Notwithstanding anything contained herein to the contrary, the Developer is not obligated to submit an additional Phase to condominium ownership. If an additional Phase is submitted to condominium ownership, the Units which are submitted shall be entitled to one hundred (100%) percent ownership of all Common Elements with the Phase actually developed and added as part of the Condominium.

25.8 The Amendment adding an additional Phase to this Condominium shall not require the execution of such Amendment or consent thereto by Unit Owners or mortgagees, other than the Developer.

25.9 **TIMESHARE ESTATES MAY BE CREATED BY THE DEVELOPER WITH RESPECT TO UNITS IN THE CONDOMINIUM.**

Timeshare estates will or may be created with respect to Units in the Condominium. The timeshare plan may be in any format permitted pursuant to Florida law, including, but not limited to, a fixed week plan, a floating plan or a points based system. The minimum duration of the recurring periods of rights of use, possession or occupancy that may be created with respect to any Unit may be as little as one night. The timeshare estates may be created by an amendment executed by the Developer alone. Notwithstanding anything contained in this Declaration to the contrary, such an amendment does not require the consent of any Unit Owner, lien holder or the Association. The Developer's right to create timeshare estates may be assigned. Such an assignment may be either together with, or separately from, any other rights the Developer may have. An amendment creating timeshare estates in this Condominium may contain any provisions deemed necessary by the Developer or its assignees to create timeshare estates in compliance with Chapter 721 of the Florida Statutes.

25.10 It is the Developer's opinion that the overall site plan, as depicted on Exhibit "F" attached, together with the Exhibits hereto, reflect the impact that each Phase of the development, when and if added, will have on the existing development.

25.11 The initial Phase of this Condominium is complete. The subsequent Phase described on Exhibit "E" attached shall be recorded within seven (7) years from the date of the recordation hereof; provided such subsequent Phase is submitted to condominium ownership.

25.12 In the event an additional Phase is not submitted to condominium ownership, the Developer shall have such easements of ingress and egress, drainage, support or utilities, across the Condominium Property in favor of the property designated for such proposed additional Phases as shall be necessary for the development of such Property. In addition, if an additional Phase is not made part of the Condominium, then the Owners of Units and the Association shall have no rights with respect to such Property, and the Developer shall have the right to develop such Property in any lawful manner.

25.13 The Developer retains the right to make nonmaterial changes to the legal description of a Phase and to modify a Unit or building types. The minimum and maximum number of Units for each proposed Phase is as follows:

PHASE	MINIMUM NUMBER OF UNITS	MAXIMUM NUMBER OF UNITS
I	30	36
II	30	36
III	24	24
IV	18	20
V	7	8
VI	8	10
VII	8	10
VIII	8	10
IX	8	10
X	8	10
XI	22	27
XII	22	27
XIII	22	27
XIV	22	27
XV	22	27
XVI	22	27
XVII	7	8
XVIII	4	4

XXVI. Easement and Maintenance Agreement.

This Declaration is expressly made subject to the Easement and Maintenance Agreement for Access, Ingress, Egress and Recreational Use (the "Easement and Maintenance Agreement"), recorded at Official Records Book _____, at Page _____, of the Public Records of Volusia County, Florida. To the extent of any conflict between this Declaration and the Easement and Maintenance Agreement, the terms and provisions of the Easement and Maintenance Agreement shall control.

XXVII. Developer's Tenants

It is understood and agreed by all parties hereto and all Unit Owners that certain units may be occupied by tenants of the Developer under lease agreements, or month to month tenancies, or other types of tenancies heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements or other types of tenancies and to use and enjoy on a nonexclusive basis all Common Elements of the Condominium and the recreational facilities without any cost or expense. The same privileges will apply to tenants of all Unit Owners.

XXVIII. Warranties

Pursuant to Section 718.618(6), F.S., the Developer is deemed to have granted to the purchaser of each Unit an implied warranty of fitness and merchantability for the purposes or uses intended, as to the roof and structural components of the improvements; as to fireproofing and fire protection systems; and as to the mechanical, electrical and plumbing elements serving the improvements, except mechanical elements serving only one unit to the extent these items are contained within the Condominium. To the extent these items are in the Master Property, they are not covered by the implied warranty. Please note that pursuant to the Easement and Maintenance Agreement, Owners remain liable for the cost and expense of maintaining a portion of the Master Property. To the extent permitted by law, the Developer hereby specifically disclaims any other warranties whether expressed or implied. Developer further disclaims any intent to have made any warranty or representation in connection with the Condominium documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of Common Expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

XXIX. Sales Activity and Developer's Rights

Until the Developer has completed and sold all the Units of the Condominium, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. It is specifically understood that the Developer has the right and authority to use the manager's office and accounting office and the Common Elements and certain Limited Common Elements of the Condominium for the purpose of sales and administrative office for so long as Developer has not sold all Units in the Condominium. The Developer may use unsold Units as model units or as sales offices for display purposes to prospective Condominium purchasers. The Developer shall have the right to use parking spaces for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. It should be understood that prior to the conversion of the improvements to a Condominium that the operation of the Condominium was a hotel operation and, accordingly, the Developer may continue such hotel operation rentals at its discretion for any unsold Units and Developer, until all Units are sold, shall have the full right and authority to use the Common Elements and the areas aforedescribed in furtherance of such hotel operation as the Developer may so desire.

XXX. Reservation of Name

The Developer reserves the right to use the name "DAYTONA BEACH RESORT AND CONFERENCE CENTER" in any fashion, including, but not limited to, other hotel, condominium or residential development. This paragraph cannot be amended without the consent of the Developer.

XXXI. Binding Arbitration

All disputes between a Unit Owner and the Developer or between the Association and the Developer shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Without limiting the effect of the foregoing sentence, to the extent required by Section 718.1255(4), Florida Statutes(whether to enforce an arbitration award or otherwise), the parties to a dispute shall first petition the Division for nonbinding arbitration.

XXXII. Miscellaneous

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

32.2 Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by regular mail, at their place of residence in the Condominium building, unless the Unit Owner has, by written notice, duly receipted for, specified a different address. Notices to the Association shall be delivered by regular mail to the President of the Association. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

32.3 Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and By-Laws as they may exist from time to time. Failure to do so shall entitle the Association or any other Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association or in a proper case by or against one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

32.4 Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the Condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a Unit Owner.

32.5 No Unit shall be occupied by more than the legal occupancy limit for that Unit.

32.6 A tenant of any Unit Owner or of the Developer shall have the same right to use the recreational facilities as the Owner of said Unit has. In no event shall any individual or family, other than the individual or family residing in the Unit and their guests be entitled to use said recreational facilities.

32.7 This Declaration and all Exhibits hereto shall be binding upon and inure to the benefit of each Unit Owner, their heirs, personal representatives, successors, assigns and grantees any and all persons claiming by, through or under any Unit Owners.

32.8 The heading and captions used herein are for reference purposes only, are inserted solely as a matter of convenience, and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name and on its behalf by the appropriate individuals on this _____ day of _____, 20___.

Signed, Sealed and Delivered
in the Presence of:

DAYTONA BEACH RESORT, L.L.C., a Florida limited liability company

_____
Print Name:

_____ BY:_____
Print Name: Name:
Title:

STATE OF FLORIDA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as _____ of DAYTONA BEACH RESORT, L.L.C., a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as a type of identification.

_____
Print Name:
Notary Public, State of:
My commission expires: Serial Number, if any:

G:\KM\CONDOS\DAYTONA\Consent of Mtgee CP.wpd

THIS INSTRUMENT PREPARED BY:

LEONARD LUBART, ESQ.
GREENSPOON, MARDER, HIRSCHFELD,
RAFKIN, ROSS & BERGER, P.A.
Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

CONSENT OF MORTGAGEE

THIS CONSENT is given this ____ day of _____, _____ on behalf of COORDINATED PROPERTIES, INC., a Georgia corporation (the "Mortgagee"), being the owner and holder of that certain Mortgage recorded on May 11, 1999, in Official Records Book 4433, at Page 1144, and re-recorded in Official Records Book 4455, at Page 2285, of the Public Records of Volusia County, Florida, as amended from time to time (the "Mortgage").

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of that certain Declaration of Condominium for DAYTONA BEACH RESORT AND CONFERENCE CENTER, A CONDOMINIUM RESORT (the "Declaration") and to subordinate the lien and effect of the Mortgage to the Declaration.

NOW, THEREFORE, Mortgagee consents to the recording of the Declaration, to which this Consent is attached, or, if this Consent is recorded separately, which has been recorded in Official Records Book _____, at Page _____, of the Public Records of Volusia County, Florida, and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of DAYTONA BEACH RESORT AND CONFERENCE CENTER, A CONDOMINIUM RESORT, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration or other documents issued in connection with the promotion of DAYTONA BEACH RESORT AND CONFERENCE CENTER, A CONDOMINIUM RESORT. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Made as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

COORDINATED PROPERTIES, INC.

_____
Print Name:

By: _____
Name:
Title:

_____
Print Name:

(Corporate Seal)

EXHIBIT "A" TO
COMPLAINT FOR INJUNCTIVR RELIEF
AND OTHER RELIEF

STATE OF FLORIDA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, _____, by _____, as _____, of COORDINATED PROPERTIES, INC., a Georgia corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as a type of identification.

_____
Print Name:
Notary Public, State of:
Serial Number, if any:

My commission expires

G:\KM\CONDOS\DAYTONA\Consent of Mtgee DMR.wpd

THIS INSTRUMENT PREPARED BY:

LEONARD LUBART, ESQ.
GREENSPOON, MARDER, HIRSCHFELD,
RAFKIN, ROSS & BERGER, P.A.
Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

CONSENT OF MORTGAGEE

THIS CONSENT is given this ____ day of _____, _____ on behalf of DYNAMITE MOUNTAIN RANCH, L.L.C., an Arizona limited liability company (the "Mortgagee"), being the owner and holder of that certain Assignment of Mortgage and Loan Documents recorded in Official Records Book 4515, at Page 2567, of the Public Records of Volusia County, Florida, as amended from time to time (the "Mortgage").

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of that certain Declaration of Condominium for DAYTONA BEACH RESORT AND CONFERENCE CENTER, A CONDOMINIUM RESORT (the "Declaration") and to subordinate the lien and effect of the Mortgage to the Declaration.

NOW, THEREFORE, Mortgagee consents to the recording of the Declaration, to which this Consent is attached, or, if this Consent is recorded separately, which has been recorded in Official Records Book _____, at Page _____, of the Public Records of Volusia County, Florida, and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of DAYTONA BEACH RESORT AND CONFERENCE CENTER, A CONDOMINIUM RESORT, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration or other documents issued in connection with the promotion of DAYTONA BEACH RESORT AND CONFERENCE CENTER, A CONDOMINIUM RESORT. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Made as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

DYNAMITE MOUNTAIN RANCH, L.L.C.,

_____
Print Name:

By: _____
Name:
Title:

_____
Print Name:

(Corporate Seal)

EXHIBIT "A" TO
COMPLAINT FOR INJUNCTIVR RELIEF
AND OTHER RELIEF

STATE OF FLORIDA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, _____, by _____, as _____, of DYNAMITE MOUNTAIN RANCH, L.L.C., an Arizona limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as a type of identification.

_____
Print Name:
Notary Public, State of:
Serial Number, if any:

My commission expires

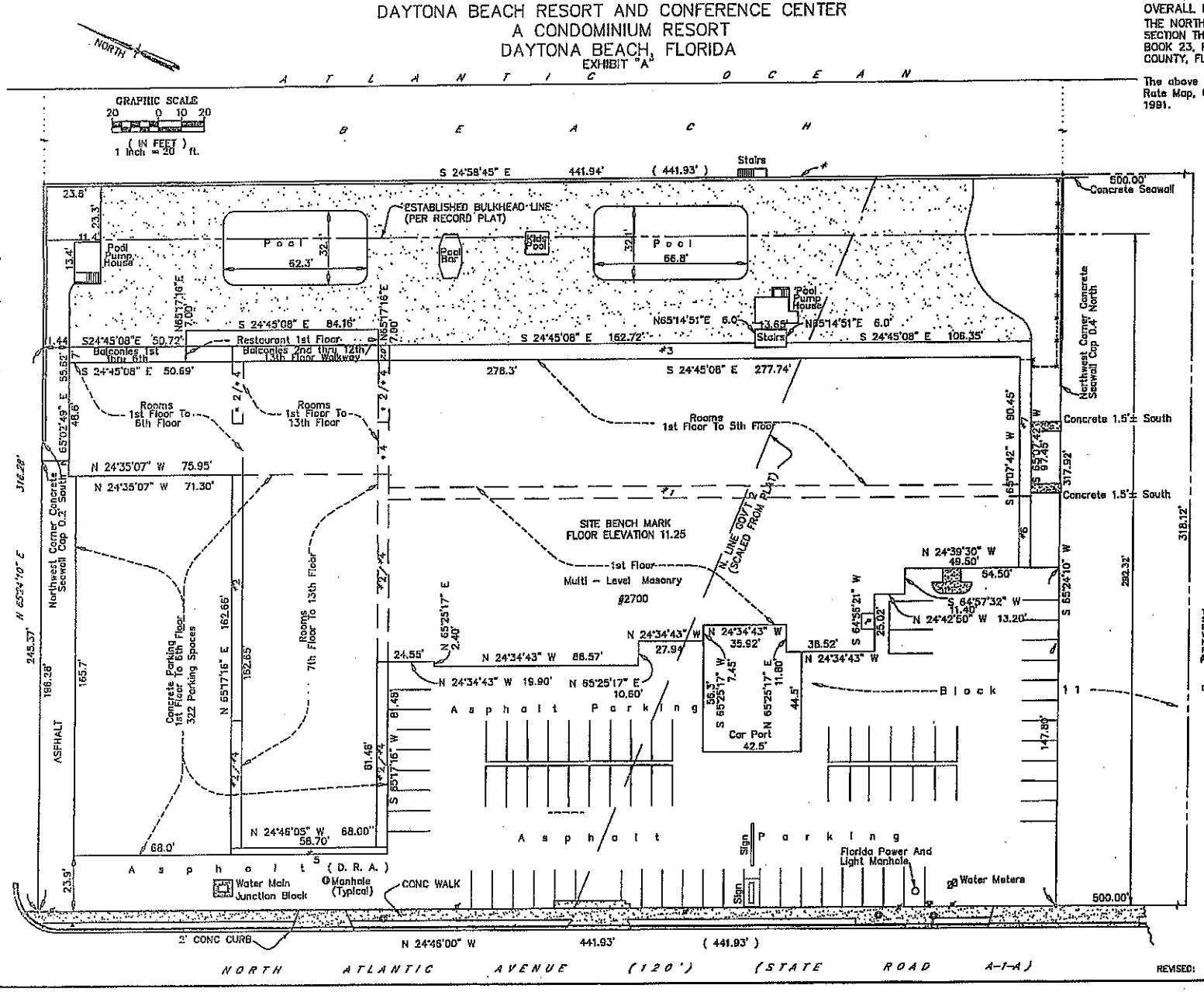
EXHIBIT "A"

DAYTONA BEACH RESORT AND CONFERENCE CENTER,
A CONDOMINIUM RESORT

LEGAL DESCRIPTION, SURVEY, AFFIDAVIT OF SURVEYOR
AS TO CERTIFICATE OF SUBSTANTIAL
COMPLETION, PLOT PLAN, FLOOR PLANS AND
GRAPHIC DESCRIPTION

EXHIBIT "A" TO
COMPLAINT FOR INJUNCTIVR RELIEF
AND OTHER RELIEF

DAYTONA BEACH RESORT AND CONFERENCE CENTER
A CONDOMINIUM RESORT
DAYTONA BEACH, FLORIDA
EXHIBIT "A"



REVISED: 16 JUN 00

OVERALL BOUNDARY DESCRIPTION:

THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN 11, ORTONA PARK, SECTION THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

The above described property is in zone "X" per the Flood Insurance Rate Map, Community Panel Number 125136 0005 D, dated 3 January, 1991.

NOTES:

- Found Cut easterly edge 1.3' concrete seawall cap (northeast corner concrete seawall cap 0.2' north and on line)
- Screw and brass disk #3512 found
- Cross found
- Cut found easterly edge 1.3' concrete seawall cap
- Concrete power pole
- Fire Hydrant
- Southern Bell Box
- Easterly line Block 11 and easterly line of 1.3' concrete seawall cap and "Established bulkhead line" per record plat.

*1 Covered walkway 2nd floor to 5th floor

*2 Balcony 7th floor to 12th floor.

*3 Covered walkway 2nd floor to 5th floor, 1st floor porch

*4 Walkway 13th floor only

*5 1st floor to 6th floor parking area and 13th floor walkway

*6 Covered walkway 1st floor

*7 Covered walkway 1st floor thru 5th floor

Bearings are based on the easterly line of North Atlantic Avenue shown hereon bearing N 24°46'00" W, said bearing taken from the record plat of Ortona Park, Section Three.

Record dimensions are shown in parenthesis, field measurements are not.

No overhead or underground features shown, except as noted.

There may be additional restrictions and/or other matters not shown hereon that may be found in the Public Records of Volusia County, Florida.

Department of Natural Resources Coastal Construction Control Line not shown this survey.

BENCH MARK: CITY OF ORMOND BEACH, HV-22, ELEV 12.07 not shown this survey.

ABBREVIATIONS:

TRANS = TRANSPORTATION
S = SOUTH
E = EAST
W = WEST
N = NORTH
R/W = RIGHT-OF-WAY
TELE = TELEPHONE
℄ = CENTERLINE
P = PORCH
D.R.A. = DEVELOPER RETAINED AREA
CONC = CONCRETE
ASPH = ASPHALT
Δ = DELTA
R = RADIUS
L = LENGTH
CH = CHORD
D.O.T. = DEPARTMENT OF TRANSPORTATION
O.R. = OFFICIAL RECORDS
BK = BOOK
PC = POINT OF CURVATURE
PT = POINT OF TANGENT
ELEV = ELEVATION
DEPT = DEPARTMENT

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING IS FOR INFORMATIONAL PURPOSES AND IS NOT VALID.

I HEREBY CERTIFY THAT THIS SURVEY IS IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY RULE 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES

Walter T. Mims

WALTER T. MIMS, LS2484

SHEET 1 of 17

Boundary & Location Survey for:
ARC AVENUE, INC.

SCALE 1" = 20' | SEC 25, T14S, R32E | DRAWN BY WTM
DATE 6 APR 00

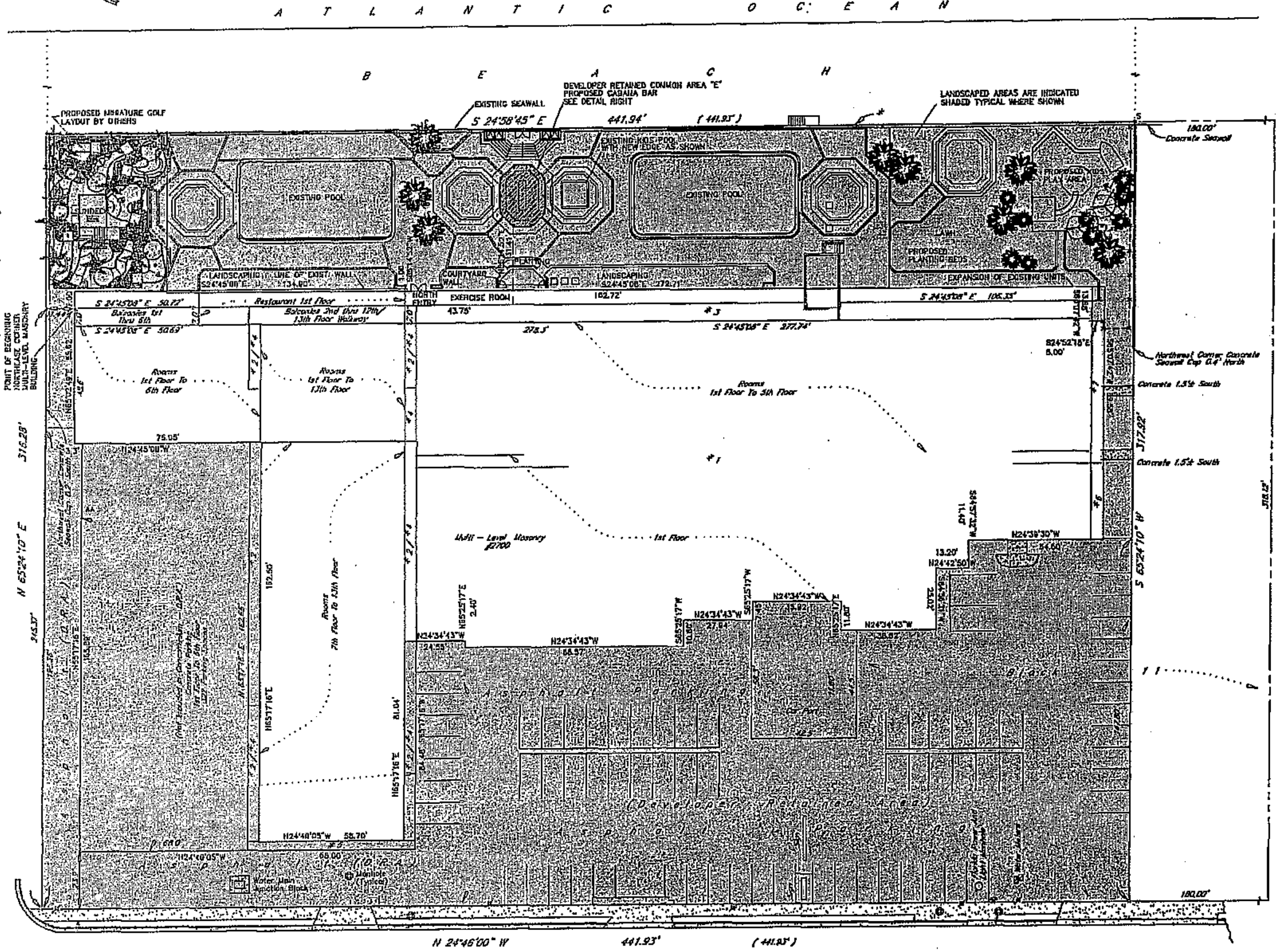
WALTER T. MIMS ~ land surveyor ~ LS2484
REM PORT FLORIDA WAY
ORLANDO, FLORIDA 32822
PH (407) 275-8881

DRAWING NUMBER M20060-1

DAYTONA BEACH RESORT and CONFERENCE CENTER, a CONDOMINIUM RESORT

DAYTONA BEACH, FLORIDA

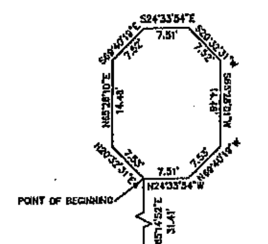
SCALE: 1" = 20'



DEVELOPER RETAINED AREA GROUND LEVEL PLAN

EXHIBIT "A"

NORTH ATLANTIC AVENUE (120') (STATE ROAD A-1-A)



DETAIL
DEVELOPER RETAINED COMMON AREA "E"
(CABANA BAR)
SCALE – NONE

DEVELOPER RETAINED COMMON AREA "E" (CABANA BAR) DESCRIPTION:

THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK ELEVEN (11); THENCE N 65°24'10" E, ALONG THE NORTH LINE OF SAID BLOCK ELEVEN (11), A DISTANCE OF 245.37'; THENCE S 24°45'08" E 11.44' TO A POINT; SAID POINT BEING THE NORTHEAST CORNER OF A MULTI-LEVEL MASONRY BUILDING; THENCE THE FOLLOWING COURCES AND DISTANCES ALONG THE EXTERIOR OF SAID BUILDING; THENCE S 24°45'08" E 50.72'; THENCE N 65°17'18" E 7.00'; THENCE S 24°45'08" E 64.18'; THENCE S 65°17'18" W 7.00'; THENCE S 24°45'08" E 43.75'; THENCE DEPARTING SAID EXTERIOR RUN N65°14'52"E A DISTANCE OF 31.41' TO THE POINT OF BEGINNING; THENCE N20°32'31"E 7.53'; THENCE N65°28'10"E 14.458'; THENCE S69°40'19"E 7.52'; THENCE S24°33'54"E 7.51'; THENCE S20°32'31"W 7.52'; THENCE S65°28'10"W 14.46'; THENCE N69°40'19"W 7.53'; THENCE N24°33'54"W 7.51' TO THE POINT OF BEGINNING. CONTAINING 74.05 SQUARE FEET

DESCRIPTION: DEVELOPER RETAINED AREA GROUND FLOOR

THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 11.44' TO THE POINT OF BEGINNING; SAID POINT BEING THE NORTHEAST CORNER OF A MULTI-LEVEL MASONRY BUILDING; RUN THENCE ALONG THE EXTERIOR OF SAID BUILDING, IT'S PROJECTIONS AND THE GENERAL BUILDING FOOTPRINT, THE FOLLOWING COURSES AND DISTANCES N65°02'49"E 7.00'; S24°45'08"E 134.80'; S65°14'52"W 1.00'; THENCE S24°46'08"E 272.71'; S65°07'42"W 13.88'; S24°52'18"E 5.00'; S65°07'42"W 89.58'; N24°39'30"W 54.50'; S84°57'32"W 11.40'; N24°42'50"W 13.20'; S64°56'21"W 25.02'; N24°34'43"W 38.52'; N65°25'17"E 11.80'; N24°34'43"W 35.82'; S65°25'17"W 7.46'; N24°34'43"W 27.94'; S65°25'17"W 10.80'; N24°34'43"W 88.57'; N65°25'17"E 2.40'; N24°34'43"W 24.85'; S65°17'18"W 81.04'; N24°46'05"W 58.70'; N65°17'16"E 161.04'; N24°45'08"W 75.85'; N65°02'49"E 55.62' TO THE POINT OF BEGINNING;

CONTAINING 84,976.67 SQ FT MORE OR LESS

CONDOMINIUM CERTIFICATE:

The undersigned, a Surveyor authorized to practice in the State of Florida, hereby certifies this plat is a true and correct representation of the location and dimensions of the land and improvements constituting Daytona Beach Resort and Conference Center, A Condominium Resort; and that this survey and plat plan together with other graphic exhibits and the declaration of condominium of DAYTONA BEACH RESORT AND CONFERENCE CENTER, A CONDOMINIUM RESORT, are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions and that the identification of each unit can be determined from these materials. Construction of the improvements shown hereon is NOT substantially complete.

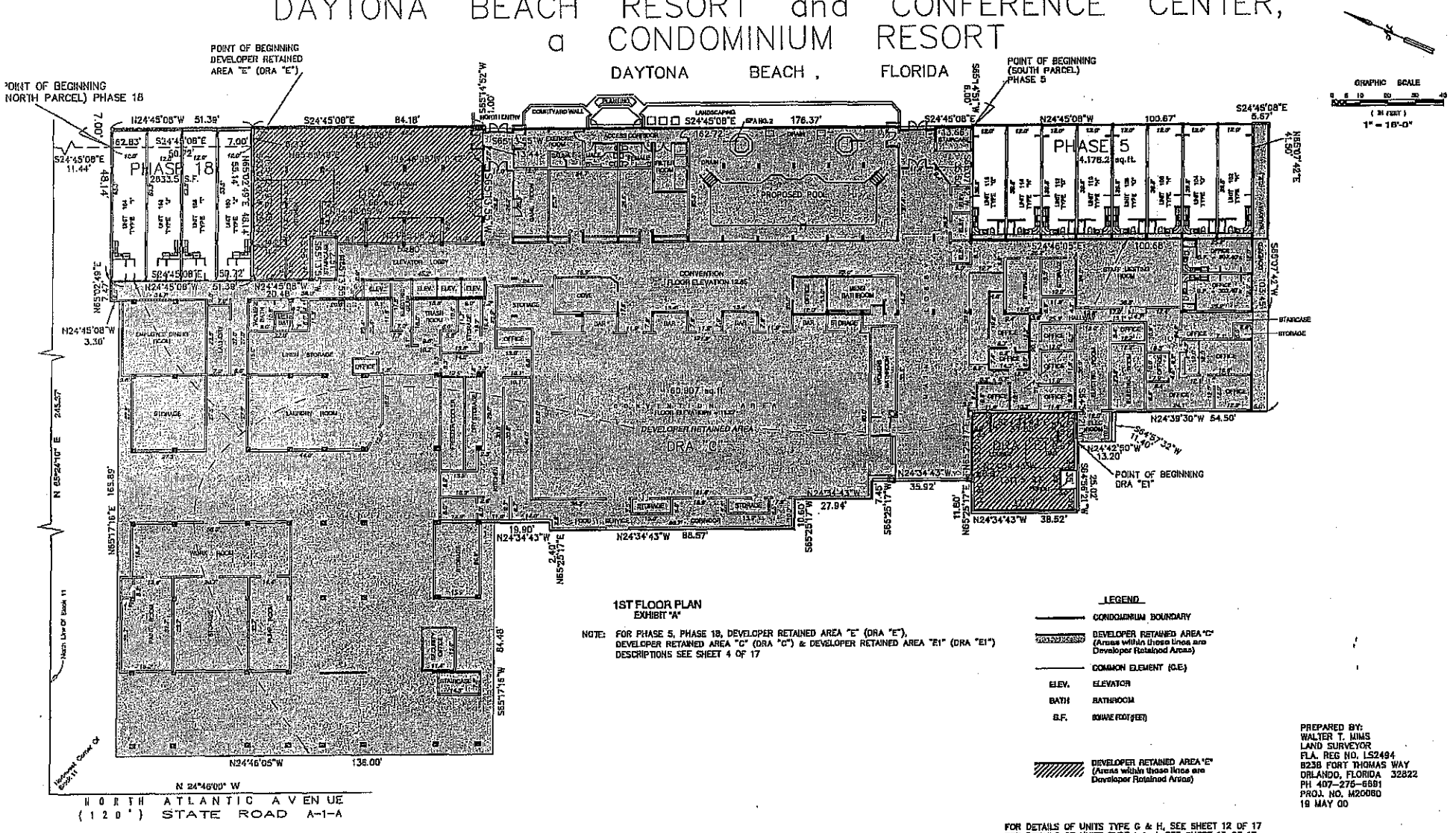
WALTER T. MIMS
LAND SURVEYOR
FLA. REG. NO. LS2494
11 MAY 00

PREPARED BY:
WALTER T. MIMS
LAND SURVEYOR
FLA. REG NO. LS2494
8238 FORT THOMAS WAY
ORLANDO, FLORIDA 32822
PH 407-275-5591
PROJ. NO. M2008D
19 MAY 00

REVISED: 15 JUN 00

DAYTONA BEACH RESORT and CONFERENCE CENTER,
a CONDOMINIUM RESORT

DAYTONA BEACH, FLORIDA



1ST FLOOR PLAN
EXHIBIT "A"

NOTE: FOR PHASE 5, PHASE 18, DEVELOPER RETAINED AREA "E" (DRA "E"), DEVELOPER RETAINED AREA "C" (DRA "C") & DEVELOPER RETAINED AREA "E1" (DRA "E1") DESCRIPTIONS SEE SHEET 4 OF 17

LEGEND

- CONDOMINIUM BOUNDARY
- DEVELOPER RETAINED AREA "C" (Areas within these lines are Developer Retained Areas)
- COMMON ELEMENT (C.E.)
- ELEV. ELEVATOR
- BATH BATHROOM
- S.F. SQUARE FOOT (FEET)
- DEVELOPER RETAINED AREA "E" (Areas within these lines are Developer Retained Areas)

PREPARED BY:
WALTER T. MIMS
LAND SURVEYOR
FLA. REG NO. LS2494
8238 FORT THOMAS WAY
ORLANDO, FLORIDA 32822
PH 407-275-6681

PROJ. NO. M20060
19 MAY 00

FOR DETAILS OF UNITS TYPE G & H, SEE SHEET 12 OF 17
FOR DETAILS OF UNITS TYPE I & J, SEE SHEET 13 OF 17

REVISED: 12 AUG 00
REVISED: 16 JUN 00

DAYTONA BEACH RESORT and CONFERENCE CENTER, a CONDOMINIUM RESORT

DAYTONA BEACH , FLORIDA

FIRST FLOOR PLAN DESCRIPTIONS
EXHIBIT "A"

SEE SHEET 3 OF 17 FOR PLAN SHEET

DESCRIPTION: (SOUTH PARCEL) PHASE 5
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 62.16' TO A POINT; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; RUN THENCE ALONG THE EXTERIOR OF SAID WALL, IT'S PROJECTIONS AND THE GENERAL BUILDING FOOTPRINT THE FOLLOWING COURSES AND DISTANCES N65°02'49"E 7.00'; THENCE S24°45'08"E 84.18 FEET; THENCE S65°14'52"W 1.00'; THENCE S24°45'08"E 178.37' TO THE POINT OF BEGINNING; THENCE S65°14'51"W 6.00'; THENCE DEPARTING THE EXTERIOR OF SAID BUILDING RUN S65°07'42"W 35.50 FEET; THENCE S24°46'05"E 100.68' ; THENCE N65°07'42"E 41.50' TO AN INTERSECTION WITH THE EXTERIOR OF SAID BUILDING; RUN THENCE ALONG THE EXTERIOR OF SAID BUILDING N24°46'05"W 100.67' TO THE POINT OF BEGINNING.

SAID PARCEL HAVING A LOWER FINISHED FLOOR ELEVATION OF 11.25 FEET AND A CEILING ELEVATION OF 24.95 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 4178.2 SQUARE FEET

DESCRIPTION: (NORTH PARCEL) PHASE 18
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 11.44' TO THE POINT OF BEGINNING; SAID POINT BEING THE EXTERIOR CORNER OF A MASONRY BUILDING; RUN THENCE N65°02'49"E A DISTANCE OF 7.00 FEET; THENCE S24°45'08"E A DISTANCE OF 51.39 FEET; THENCE S65°02'49"W A DISTANCE OF 55.14 FEET; THENCE N24°45'08"W A DISTANCE OF 51.39 FEET TO THE EXTERIOR OF SAID BUILDING; THENCE N65°02'49"E A DISTANCE OF 48.14 FEET TO THE POINT OF BEGINNING.

SAID PARCEL HAVING A FINISH FLOOR ELEVATION OF 12.85 FEET AND A CEILING ELEVATION OF 24.95 FEET BASED ON NATIONAL GEODETIC 1983 VERTICAL DATUM.

CONTAINING 2833.5 SQUARE FEET

DESCRIPTION: DEVELOPER RETAINED AREA "E" (DRA "E")
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 62.83' TO THE POINT OF BEGINNING; SAID POINT BEING THE INTERIOR WALL OF A RESTAURANT/KITCHEN AREA; RUN THENCE ALONG THE INTERIOR WALL OF SAID RESTAURANT/KITCHEN AREA THE FOLLOWING COURSES AND DISTANCES; N65°02'49"E 8.33'; THENCE S24°45'08"E 82.68 FEET; THENCE S65°13'55"W 13.44'; THENCE N24°46'05"W 0.42'; THENCE S65°13'55"W 27.97'; THENCE N24°45'08"W 51.60'; THENCE N65°13'55"E 2.51'; THENCE N24°46'05"W 9.99 FEET; THENCE S65°13'55"W 15.56'; THENCE N24°45'08"W 20.48'; THENCE N65°02'49"E 48.14' TO THE POINT OF BEGINNING.

SAID PARCEL HAVING A FINISHED FLOOR ELEVATION OF 12.85 FEET AND A CEILING ELEVATION OF 24.95 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 3860 SQUARE FEET

DESCRIPTION: DEVELOPER RETAINED AREA "C" (DRA "C")
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 62.16' TO THE POINT OF BEGINNING; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; RUN THENCE ALONG THE EXTERIOR OF SAID WALL, IT'S PROJECTIONS AND THE GENERAL BUILDING FOOTPRINT THE FOLLOWING COURSES AND DISTANCES N65°02'49"E 7.00'; THENCE S24°45'08"E 84.18 FEET; THENCE S65°14'52"W 1.00'; THENCE S24°45'08"E 178.37' ; THENCE S65°14'51"W 6.00'; THENCE DEPARTING THE EXTERIOR OF SAID BUILDING RUN S65°07'42"W 35.50 FEET; THENCE S24°46'05"E 100.68' ; THENCE N65°07'42"E 41.50' TO AN INTERSECTION WITH THE EXTERIOR OF SAID BUILDING; RUN THENCE ALONG THE EXTERIOR OF SAID BUILDING THE FOLLOWING COURSES AND DISTANCES; S24°45'08"E 5.67'; S65°07'42"W 103.45'; N24°39'30"W 54.50'; S64°57'32"W 11.40'; N24°42'50"W 13.20'; S64°56'21"W 25.02'; N24°34'43"W 38.52'; N65°25'17"E 11.80'; N24°34'43"W 35.82'; S65°25'17"W 7.45'; N24°34'43"W 27.94'; S65°25'17"W 10.80'; N24°34'43"W 88.57'; N65°25'17"E 2.40'; N24°34'43"W 19.90'; S65°17'18"W 84.46'; N24°46'05"W 138.00'; N65°17'16"E 165.89'; N24°45'08"W 3.30'; N65°02'49"E 7.47'; THENCE DEPARTING THE EXTERIOR OF SAID BUILDING RUN S24°45'08"E 60.72'; THENCE N65°02'49"E 48.14' TO THE POINT OF BEGINNING;

SAID PARCEL HAVING A LOWER FINISHED FLOOR ELEVATION OF 11.25 FEET AND A CEILING ELEVATION OF 24.95 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 60,907 SQUARE FEET

DESCRIPTION: DEVELOPER RETAINED AREA "C1" (DRA "C1")
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 62.16' TO A POINT; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; RUN THENCE ALONG THE EXTERIOR OF SAID WALL, IT'S PROJECTIONS AND THE GENERAL BUILDING FOOTPRINT THE FOLLOWING COURSES AND DISTANCES N65°02'49"E 7.00'; THENCE S24°45'08"E 84.18 FEET; THENCE S65°14'52"W 1.00'; THENCE S24°45'08"E 178.37' ; THENCE S65°14'51"W 6.00'; THENCE DEPARTING THE EXTERIOR OF SAID BUILDING RUN S65°07'42"W 35.50 FEET; THENCE S24°46'05"E 100.68' ; THENCE N65°07'42"E 41.50' TO AN INTERSECTION WITH THE EXTERIOR OF SAID BUILDING; RUN THENCE ALONG THE EXTERIOR OF SAID BUILDING THE FOLLOWING COURSES AND DISTANCES; S24°45'08"E 5.67'; S65°07'42"W 103.45'; N24°39'30"W 54.50'; S64°57'32"W 11.40'; N24°42'50"W 13.20'; THENCE DEPARTING THE EXTERIOR OF SAID BUILDING CONTINUE N24°42'50"W 0.67' TO THE POINT OF BEGINNING AND TO THE INTERSECTION WITH INTERIOR WALL OF SAID BUILDING; RUN THENCE ALONG THE INTERIOR WALL OF SAID BUILDING THE FOLLOWING COURSES AND DISTANCES; S64°56'21"W 24.35'; N24°34'43"W 37.17'; N65°25'17"E 11.80' N24°34'43"W 0.67'; THENCE DEPARTING THE INTERIOR WALL OF SAID BUILDING RUN N65°25'17"E 23.20'; THENCE S24°34'43"E 37.55'; THENCE S64°56'21"W 10.65' TO THE POINT OF BEGINNING.

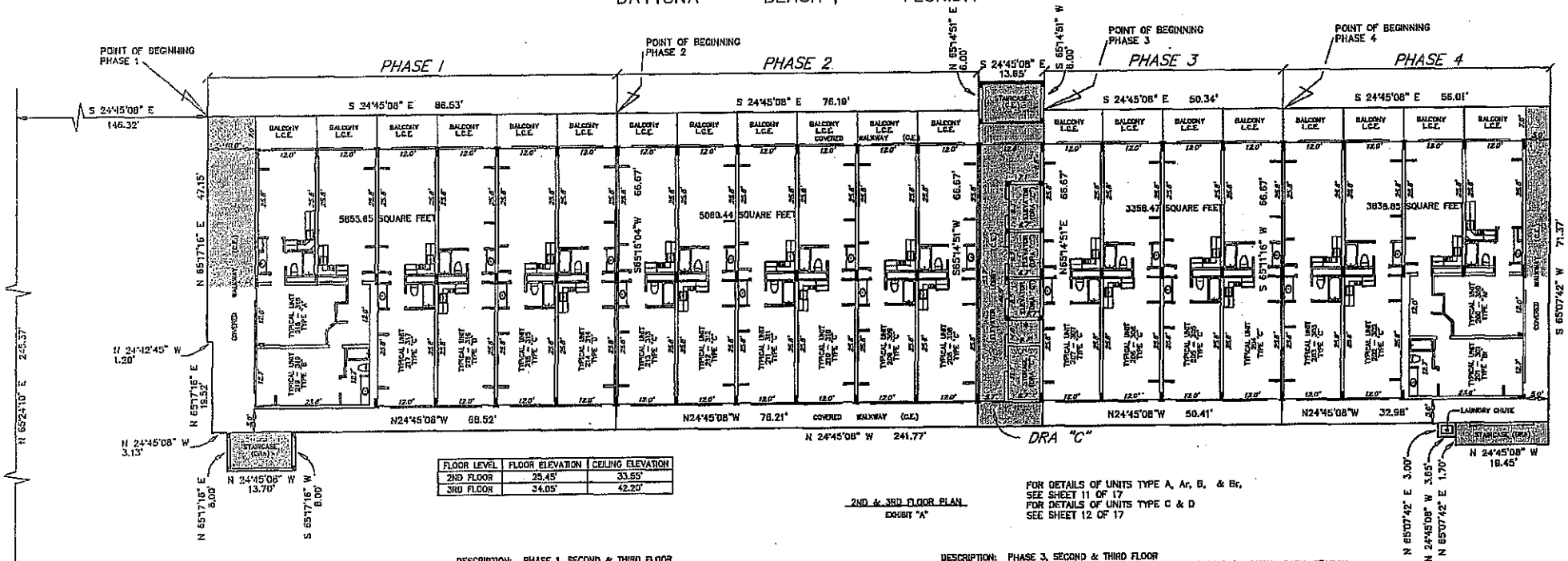
SAID PARCEL HAVING A LOWER FINISHED FLOOR ELEVATION OF 12.85 FEET AND A CEILING ELEVATION OF 24.95 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 1311.5 SQUARE FEET

PREPARED BY:
WALTER T. MIMS
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FLA. REG NO. LS2494
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PH 407-275-6691
PROJ. NO. M20060
19 MAY 00

REVISED: 18 JUN 00

DAYTONA BEACH RESORT and CONFERENCE CENTER,
a CONDOMINIUM RESORT
DAYTONA BEACH, FLORIDA



FLOOR LEVEL	FLOOR ELEVATION	CEILING ELEVATION
2ND FLOOR	25.45'	33.55'
3RD FLOOR	34.05'	42.20'

2ND & 3RD FLOOR PLAN
EXHIBIT "A"

FOR DETAILS OF UNITS TYPE A, Ar, B, & Br, SEE SHEET 11 OF 17
FOR DETAILS OF UNITS TYPE C & D SEE SHEET 12 OF 17

LEGEND

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT (C.E.)
- L.C.E. LIMITED COMMON ELEMENT
- DEVELOPER RETAINED "C"
- DEVELOPER RETAINED "E"
- S.F. SQUARE FOOT (FEET)

GRAPHIC SCALE
0 5 10 20
(IN FEET)
1" = 10'-0"

N 24°46'00" W

NORTH ATLANTIC AVENUE (120') STATE ROAD A-1-A

DESCRIPTION: PHASE 1, SECOND & THIRD FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 146.32' TO THE POINT OF BEGINNING; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE S24°45'08"E ALONG THE EXTERIOR OF SAID WALL A DISTANCE OF 88.53'; THENCE DEPARTING SAID WALL RUN S65°15'04"W 66.67' TO AN INTERSECTION WITH THE EXTERIOR OF A MASONRY WALL; RUN THENCE ALONG THE EXTERIOR OF SAID WALL THE FOLLOWING COURSES AND DISTANCES; N24°45'08"W 88.52'; S65°17'16"W 8.00'; N24°45'08"W 13.70'; N65°17'16"E 8.00'; N24°45'08"W 3.13'; N65°17'16"E 19.52'; N24°42'45"W 1.20'; N65°17'16"E 47.15' TO THE POINT OF BEGINNING.

HAVING A 2ND FLOOR FINISHED FLOOR ELEVATION OF 25.45 FEET WITH A CEILING ELEVATION OF 33.55 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

HAVING A 3RD FLOOR FINISHED FLOOR ELEVATION OF 34.05 FEET WITH A CEILING ELEVATION OF 42.20 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 5855.65 SQUARE FEET EACH FLOOR

DESCRIPTION: PHASE 2, SECOND & THIRD FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 232.85' TO THE POINT OF BEGINNING; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE S24°45'08"E ALONG THE EXTERIOR OF SAID WALL A DISTANCE OF 78.19'; THENCE DEPARTING SAID WALL RUN S65°14'51"W 66.67' TO AN INTERSECTION WITH THE EXTERIOR OF A MASONRY WALL; RUN THENCE ALONG THE EXTERIOR OF SAID WALL N24°45'08"W 76.21'; THENCE DEPARTING THE EXTERIOR OF SAID WALL RUN N65°16'04"E 66.67' TO THE POINT OF BEGINNING.

HAVING A 2ND FLOOR FINISHED FLOOR ELEVATION OF 25.45 FEET WITH A CEILING ELEVATION OF 33.55 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

HAVING A 3RD FLOOR FINISHED FLOOR ELEVATION OF 34.05 FEET WITH A CEILING ELEVATION OF 42.20 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 5080.44 SQUARE FEET EACH FLOOR

DESCRIPTION: PHASE 3, SECOND & THIRD FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 146.32' TO THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE ALONG THE EXTERIOR OF SAID WALL THE FOLLOWING COURSES AND DISTANCES: S24°45'08"E 162.72'; N65°14'51"E 6.00'; S24°45'08"E 13.65'; S65°14'51"W 6.00'; TO THE POINT OF BEGINNING; THENCE S24°45'08"E 50.34'; THENCE DEPARTING SAID WALL RUN S65°11'16"W 66.67' TO AN INTERSECTION WITH THE EXTERIOR OF A MASONRY WALL; THENCE N24°45'08"W ALONG THE EXTERIOR OF SAID WALL 50.41'; THENCE DEPARTING THE EXTERIOR OF SAID WALL RUN N65°14'51"E 66.67' TO THE POINT OF BEGINNING.

HAVING A 2ND FLOOR FINISHED FLOOR ELEVATION OF 25.45 FEET WITH A CEILING ELEVATION OF 33.55 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

HAVING A 3RD FLOOR FINISHED FLOOR ELEVATION OF 34.05 FEET WITH A CEILING ELEVATION OF 42.20 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 3358.47 SQUARE FEET EACH FLOOR

DESCRIPTION: PHASE 4, SECOND & THIRD FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 146.32' ; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE ALONG THE EXTERIOR OF SAID WALL THE FOLLOWING COURSES AND DISTANCES; S24°45'08"E 162.72'; N65°14'51"E 6.00'; S24°45'08"E 13.65'; S65°14'51"W 6.00'; S24°45'08"E 50.34'; TO THE POINT OF BEGINNING; THENCE CONTINUE S24°45'08"E 55.01' S65°07'42"W 71.37' N24°45'08"W 19.45'; N65°07'42"E 1.70'; N24°45'08"W 3.65'; N65°07'42"E 3.00'; N24°45'08"W 32.98'; THENCE DEPARTING SAID WALL RUN N65°11'16"E 66.67' TO THE POINT OF BEGINNING.

HAVING A 2ND FLOOR FINISHED FLOOR ELEVATION OF 25.45 FEET WITH A CEILING ELEVATION OF 33.55 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

HAVING A 3RD FLOOR FINISHED FLOOR ELEVATION OF 34.05 FEET WITH A CEILING ELEVATION OF 42.20 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

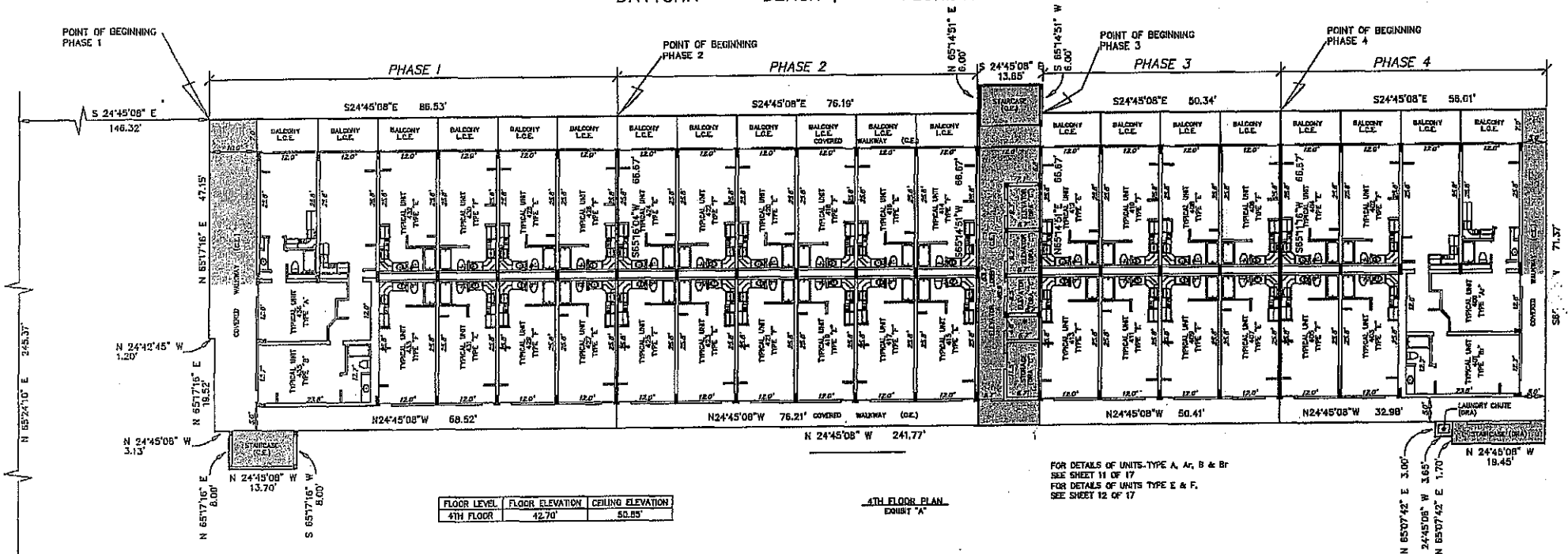
CONTAINING 3838.85 SQUARE FEET EACH FLOOR

PREPARED BY:
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PH 407-275-8691
PROJ. NO. M20060
18 MAY 00

REVISED: 12 AUG 00
REVISED: 16 JUN 00

DAYTONA BEACH RESORT and CONFERENCE CENTER, a CONDOMINIUM RESORT

DAYTONA BEACH, FLORIDA



FOR DETAILS OF UNITS TYPE A, Ar, B & Br
SEE SHEET 11 OF 17
FOR DETAILS OF UNITS TYPE E & F,
SEE SHEET 12 OF 17

FLOOR LEVEL	FLOOR ELEVATION	CEILING ELEVATION
4TH FLOOR	42.70'	50.85'

4TH FLOOR PLAN
EXHIBIT "A"

LEGEND

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT (C.E.)
- L.C.E. LIMITED COMMON ELEMENT
- DEVELOPER RETAINED "C"
- DEVELOPER RETAINED "E"
- S.F. SQUARE FOOT

GRAPHIC SCALE
0 5 10 20
(IN FEET)
1" = 10'-0"

N 24°45'08" W

NORTH ATLANTIC AVENUE (120') STATE ROAD A-1-A

DESCRIPTION: PHASE 1, 4TH FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 146.32' TO THE POINT OF BEGINNING; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE S24°45'08"E ALONG THE EXTERIOR OF SAID WALL A DISTANCE OF 86.53'; THENCE DEPARTING SAID WALL RUN S65°16'04"W 66.67' TO AN INTERSECTION WITH THE EXTERIOR OF A MASONRY WALL; RUN THENCE ALONG THE EXTERIOR OF SAID WALL THE FOLLOWING COURSES AND DISTANCES; N24°45'08"W 68.52'; S65°17'16"W 8.00'; N24°45'08"W 13.70'; N65°17'16"E 8.00'; N24°45'08"W 3.13'; N65°17'16"E 19.52'; N24°42'45"W 1.20'; N65°17'16"E 47.15' TO THE POINT OF BEGINNING.

HAVING A 4TH FLOOR FINISHED FLOOR ELEVATION OF 42.70 FEET WITH A CEILING ELEVATION OF 50.85 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 5855.65 SQUARE FEET

DESCRIPTION: PHASE 2, 4TH FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 232.85' TO THE POINT OF BEGINNING; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE S24°45'08"E ALONG THE EXTERIOR OF SAID WALL A DISTANCE OF 76.19'; THENCE DEPARTING SAID WALL RUN S65°14'51"W 66.67' TO AN INTERSECTION WITH THE EXTERIOR OF A MASONRY WALL; RUN THENCE ALONG THE EXTERIOR OF SAID WALL N24°45'08"W 76.21'; THENCE DEPARTING THE EXTERIOR OF SAID WALL RUN N65°16'04"E 66.67' TO THE POINT OF BEGINNING.

HAVING A 4TH FLOOR FINISHED FLOOR ELEVATION OF 42.70 FEET WITH A CEILING ELEVATION OF 50.85 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 5080.44SQUARE FEET EACH FLOOR

DESCRIPTION: PHASE 3, 4TH FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 146.32' TO THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE ALONG THE EXTERIOR OF SAID WALL THE FOLLOWING COURSES AND DISTANCES; S24°45'08"E 162.72'; N65°14'51"E 6.00'; S24°45'08"E 13.85'; S65°14'51"W 6.00'; TO THE POINT OF BEGINNING; THENCE S24°45'08"E 50.34'; THENCE DEPARTING SAID WALL RUN S65°11'16"W 66.67' TO AN INTERSECTION WITH THE EXTERIOR OF A MASONRY WALL; THENCE N24°45'08"W ALONG THE EXTERIOR OF SAID WALL 50.41'; THENCE DEPARTING THE EXTERIOR OF SAID WALL RUN N65°14'51"E 66.67' TO THE POINT OF BEGINNING.

HAVING A 4TH FLOOR FINISHED FLOOR ELEVATION OF 42.70 FEET WITH A CEILING ELEVATION OF 50.85 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 3358.47 SQUARE FEET EACH FLOOR

DESCRIPTION: PHASE 4, 4TH FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 146.32' ; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE ALONG THE EXTERIOR OF SAID WALL THE FOLLOWING COURSES AND DISTANCES; S24°45'08"E 162.72'; N65°14'51"E 6.00'; S24°45'08"E 13.85'; S65°14'51"W 6.00'; S24°45'08"E 50.34'; TO THE POINT OF BEGINNING; THENCE CONTINUE S24°45'08"E 58.01' S65°07'42"W 71.37' N24°45'08"W 19.45'; N65°07'42"E 1.70'; N24°45'08"W 3.65'; N65°07'42"E 3.00'; N24°45'08"W 32.98'; THENCE DEPARTING SAID WALL RUN N65°11'16"E 66.67' TO THE POINT OF BEGINNING.

HAVING A 4TH FLOOR FINISHED FLOOR ELEVATION OF 42.70 FEET WITH A CEILING ELEVATION OF 50.85 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 3838.85 SQUARE FEET EACH FLOOR

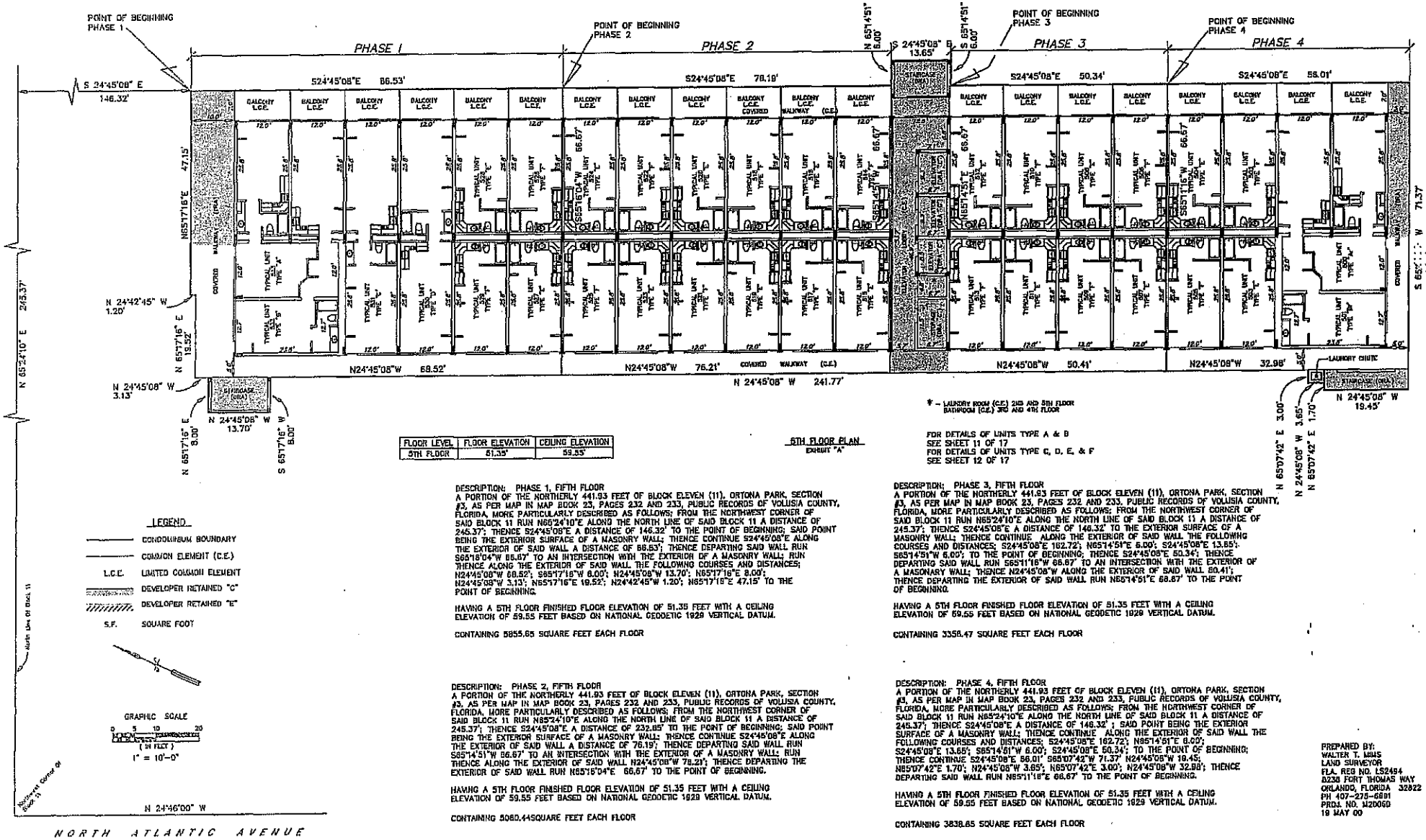
PREPARED BY:
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PROJ. NO. M2006D
19 MAY 00

REVISED: 15 JUN 00

DAYTONA BEACH RESORT and CONFERENCE CENTER, a CONDOMINIUM RESORT

DAYTONA BEACH, FLORIDA



FLOOR LEVEL	FLOOR ELEVATION	CEILING ELEVATION
5TH FLOOR	51.35'	59.55'

5TH FLOOR PLAN
EXHIBIT "A"

* – LAUNDRY ROOM (C.E.) 2ND AND 5TH FLOOR
BATHROOM (C.E.) 3RD AND 4TH FLOOR

FOR DETAILS OF UNITS TYPE A & B
SEE SHEET 11 OF 17
FOR DETAILS OF UNITS TYPE C, D, E, & F
SEE SHEET 12 OF 17

LEGEND

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT (C.E.)
- L.C.E. LIMITED COMMON ELEMENT
- DEVELOPER RETAINED "C"
- DEVELOPER RETAINED "E"
- S.F. SQUARE FOOT

GRAPHIC SCALE
0 5 10 20
(IN FEET)
1" = 10'-0"

DESCRIPTION: PHASE 1, FIFTH FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 146.32' TO THE POINT OF BEGINNING; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE S24°45'08"E ALONG THE EXTERIOR OF SAID WALL A DISTANCE OF 86.53'; THENCE DEPARTING SAID WALL RUN S65°18'04"W 86.67' TO AN INTERSECTION WITH THE EXTERIOR OF A MASONRY WALL; RUN THENCE ALONG THE EXTERIOR OF SAID WALL THE FOLLOWING COURSES AND DISTANCES; N24°45'08"W 68.52'; S65°17'16"W 8.00'; N24°45'08"W 13.70'; N65°17'16"E 8.00'; N24°45'08"W 3.13'; N65°17'16"E 19.52'; N24°42'45"W 1.20'; N65°17'16"E 47.15' TO THE POINT OF BEGINNING.

HAVING A 5TH FLOOR FINISHED FLOOR ELEVATION OF 51.35 FEET WITH A CEILING ELEVATION OF 59.55 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 5855.65 SQUARE FEET EACH FLOOR

DESCRIPTION: PHASE 2, FIFTH FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 232.85' TO THE POINT OF BEGINNING; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE S24°45'08"E ALONG THE EXTERIOR OF SAID WALL A DISTANCE OF 78.19'; THENCE DEPARTING SAID WALL RUN S65°14'51"W 86.67' TO AN INTERSECTION WITH THE EXTERIOR OF A MASONRY WALL; RUN THENCE ALONG THE EXTERIOR OF SAID WALL N24°45'08"W 78.21'; THENCE DEPARTING THE EXTERIOR OF SAID WALL RUN N65°15'04"E 66.67' TO THE POINT OF BEGINNING.

HAVING A 5TH FLOOR FINISHED FLOOR ELEVATION OF 51.35 FEET WITH A CEILING ELEVATION OF 59.55 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 5080.44SQUARE FEET EACH FLOOR

DESCRIPTION: PHASE 3, FIFTH FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 146.32' TO THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE ALONG THE EXTERIOR OF SAID WALL THE FOLLOWING COURSES AND DISTANCES; S24°45'08"E 182.72'; N65°14'51"E 6.00'; S24°45'08"E 13.65'; S65°14'51"W 6.00'; TO THE POINT OF BEGINNING; THENCE S24°45'08"E 50.34'; THENCE DEPARTING SAID WALL RUN S65°11'18"W 66.67' TO AN INTERSECTION WITH THE EXTERIOR OF A MASONRY WALL; THENCE N24°45'08"W ALONG THE EXTERIOR OF SAID WALL 50.41'; THENCE DEPARTING THE EXTERIOR OF SAID WALL RUN N65°14'51"E 66.67' TO THE POINT OF BEGINNING.

HAVING A 5TH FLOOR FINISHED FLOOR ELEVATION OF 51.35 FEET WITH A CEILING ELEVATION OF 59.55 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 3358.47 SQUARE FEET EACH FLOOR

DESCRIPTION: PHASE 4, FIFTH FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 146.32' ; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE ALONG THE EXTERIOR OF SAID WALL THE FOLLOWING COURSES AND DISTANCES; S24°45'08"E 182.72'; N65°14'51"E 6.00'; S24°45'08"E 13.65'; S65°14'51"W 6.00'; S24°45'08"E 50.34'; TO THE POINT OF BEGINNING; THENCE CONTINUE S24°45'08"E 58.01'; S65°07'42"W 71.37' N24°45'08"W 19.45'; N65°07'42"E 1.70'; N24°45'08"W 3.65'; N65°07'42"E 3.00'; N24°45'08"W 32.98'; THENCE DEPARTING SAID WALL RUN N65°11'18"E 66.67' TO THE POINT OF BEGINNING.

HAVING A 5TH FLOOR FINISHED FLOOR ELEVATION OF 51.35 FEET WITH A CEILING ELEVATION OF 59.55 FEET BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

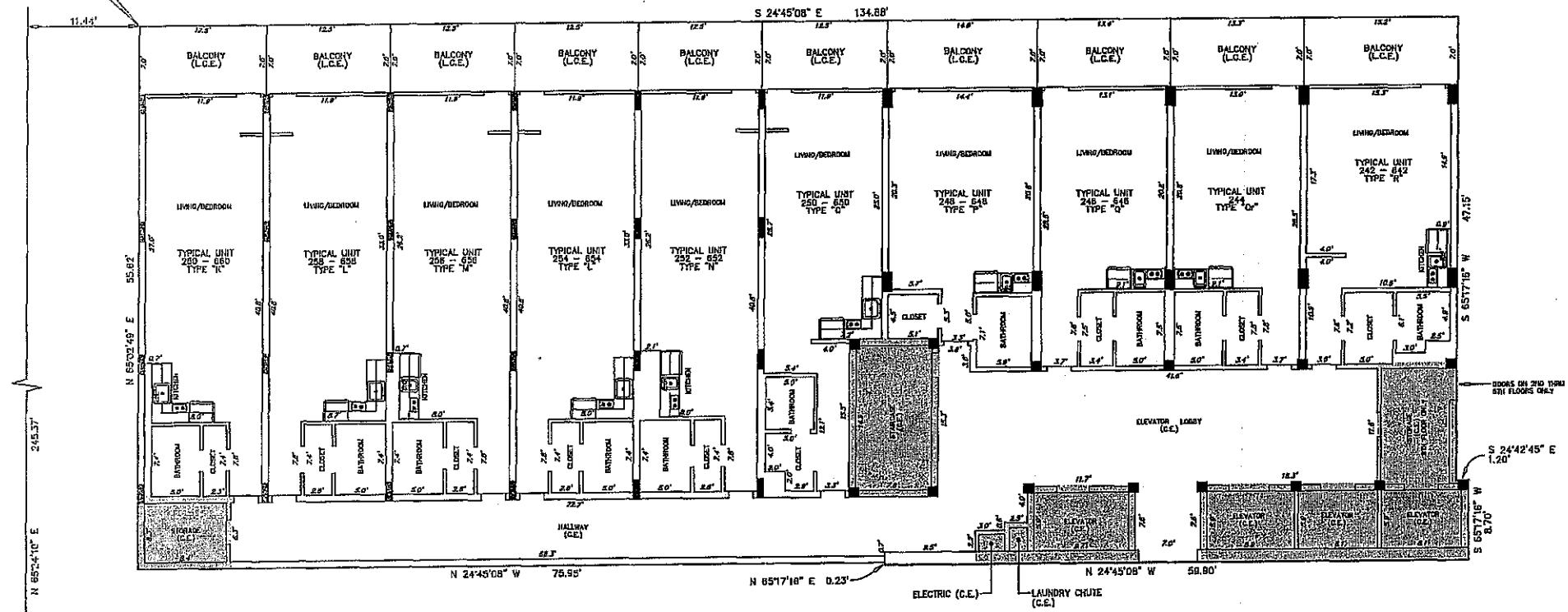
CONTAINING 3838.65 SQUARE FEET EACH FLOOR

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REVISED: 16 JUN 00

DAYTONA BEACH RESORT and CONFERENCE CENTER, a CONDOMINIUM RESORT

DAYTONA BEACH, FLORIDA



FOR DETAILS OF UNITS TYPE K, L, M, & N, SEE SHEET 13 OF 17
FOR DETAILS OF UNITS TYPE O, P, Q, Qr, & R, SEE SHEET 14 OF 17

2ND - 6TH FLOOR PLAN
PHASES 6 THROUGH 10
EXHIBIT "A"

GRAPHIC SCALE
0 5 10 15
(IN FEET)
1" = 5'-0"

LEGEND

- CONDOMINIUM BOUNDARY
- LIMITED COMMON ELEMENT (L.C.E.)
- COMMON ELEMENT (C.E.)
- S.F. SQUARE FOOT (FEET)
- DEVELOPER RETAINED "C"
- DEVELOPER RETAINED "E"

PHASE	FLOOR LEVEL	FLOOR ELEVATION	CEILING ELEVATION
6	2ND FLOOR	25.45'	33.55'
7	3RD FLOOR	34.05'	42.20'
8	4TH FLOOR	42.70'	50.85'
9	5TH FLOOR	51.35'	59.55'
10	6TH FLOOR	60.40'	68.00'

DESCRIPTION FOR:

PHASE 6, 2ND FLOOR
PHASE 7, 3RD FLOOR
PHASE 8, 4TH FLOOR
PHASE 9, 5TH FLOOR
PHASE 10, 6TH FLOOR

THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 11.44' TO THE POINT OF BEGINNING; SAID POINT BEING THE NORTHEAST CORNER OF A MULTI-LEVEL MASONRY BUILDING; RUN THENCE ALONG THE EXTERIOR OF SAID BUILDING S24°45'08"E A DISTANCE OF 134.88'; THENCE DEPARTING THE EXTERIOR OF SAID BUILDING RUN S65°17'16"W A DISTANCE OF 47.15'; THENCE S24°42'45"E 1.20'; THENCE S65°17'16"W 8.70'; THENCE N24°45'08"W 59.90'; THENCE N65°17'16"E 0.23'; THENCE N24°45'08"W 75.95'; THENCE N65°02'49"E 55.62' TO THE POINT OF BEGINNING.

THE:
2ND FLOOR HAVING A FINISHED FLOOR ELEVATION OF 24.45' AND A CEILING ELEVATION OF 33.55'
3RD FLOOR HAVING A FINISHED FLOOR ELEVATION OF 34.05' AND A CEILING ELEVATION OF 42.20'
4TH FLOOR HAVING A FINISHED FLOOR ELEVATION OF 42.70' AND A CEILING ELEVATION OF 50.85'
5TH FLOOR HAVING A FINISHED FLOOR ELEVATION OF 51.35' AND A CEILING ELEVATION OF 59.55'
6TH FLOOR HAVING A FINISHED FLOOR ELEVATION OF 60.40' AND A CEILING ELEVATION OF 68.00'
BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM

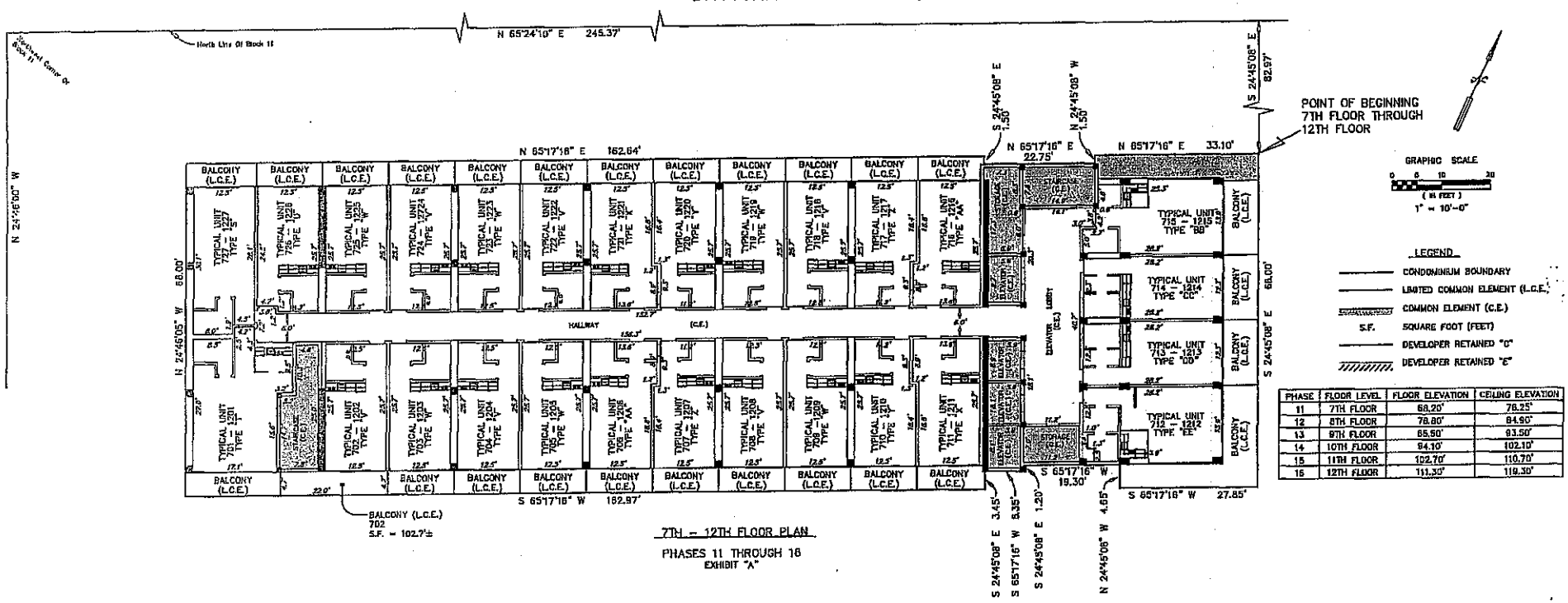
EACH FLOOR CONTAINING 7519.58 SQUARE FEET.

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DAYTONA BEACH, FLORIDA



PHASE	FLOOR LEVEL	FLOOR ELEVATION	CEILING ELEVATION
11	7TH FLOOR	68.20'	76.25'
12	8TH FLOOR	76.80'	84.90'
13	9TH FLOOR	85.50'	93.50'
14	10TH FLOOR	94.10'	102.10'
15	11TH FLOOR	102.70'	110.70'
16	12TH FLOOR	111.30'	119.30'

7TH - 12TH FLOOR PLAN

PHASES 11 THROUGH 16
EXHIBIT "A"

DESCRIPTION FOR:

PHASE 11, 7TH FLOOR
PHASE 12, 8TH FLOOR
PHASE 13, 9TH FLOOR
PHASE 14, 10TH FLOOR
PHASE 15, 11TH FLOOR
PHASE 16, 12TH FLOOR

A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 82.97' TO THE POINT OF BEGINNING; SAID POINT BEING THE EXTERIOR SURFACE OF A MASONRY WALL; THENCE CONTINUE S24°45'08"E ALONG THE EXTERIOR OF SAID WALL A DISTANCE OF 68.00'; THENCE DEPARTING SAID WALL RUN S65°17'16"W 27.81'; THENCE N24°45'08"W 4.65'; THENCE S65°17'16"W 19.30'; THENCE S24°45'08"E 1.20'; THENCE S65°17'16"W 8.35'; THENCE S24°45'08"E 3.45'; THENCE S65°17'16"W 162.97'; THENCE N24°46'05"W 68.00'; THENCE N65°17'16"E 162.64'; THENCE S24°45'08"E 1.50'; THENCE N65°17'16"E 22.75'; THENCE N24°45'08"W 1.50'; THENCE N65°17'16"E 33.10' TO THE POINT OF BEGINNING.
THE:

7TH FLOOR HAVING A FINISHED FLOOR ELEVATION OF 68.20' AND A CEILING ELEVATION OF 76.25'
8TH FLOOR HAVING A FINISHED FLOOR ELEVATION OF 76.80' AND A CEILING ELEVATION OF 84.90'
9TH FLOOR HAVING A FINISHED FLOOR ELEVATION OF 85.50' AND A CEILING ELEVATION OF 93.50'
10TH FLOOR HAVING A FINISHED FLOOR ELEVATION OF 94.10' AND A CEILING ELEVATION OF 102.10'
11TH FLOOR HAVING A FINISHED FLOOR ELEVATION OF 102.70' AND A CEILING ELEVATION OF 110.70'
12TH FLOOR HAVING A FINISHED FLOOR ELEVATION OF 111.30' AND A CEILING ELEVATION OF 119.30'

EACH FLOOR CONTAINING 14,703.90 SQUARE FEET

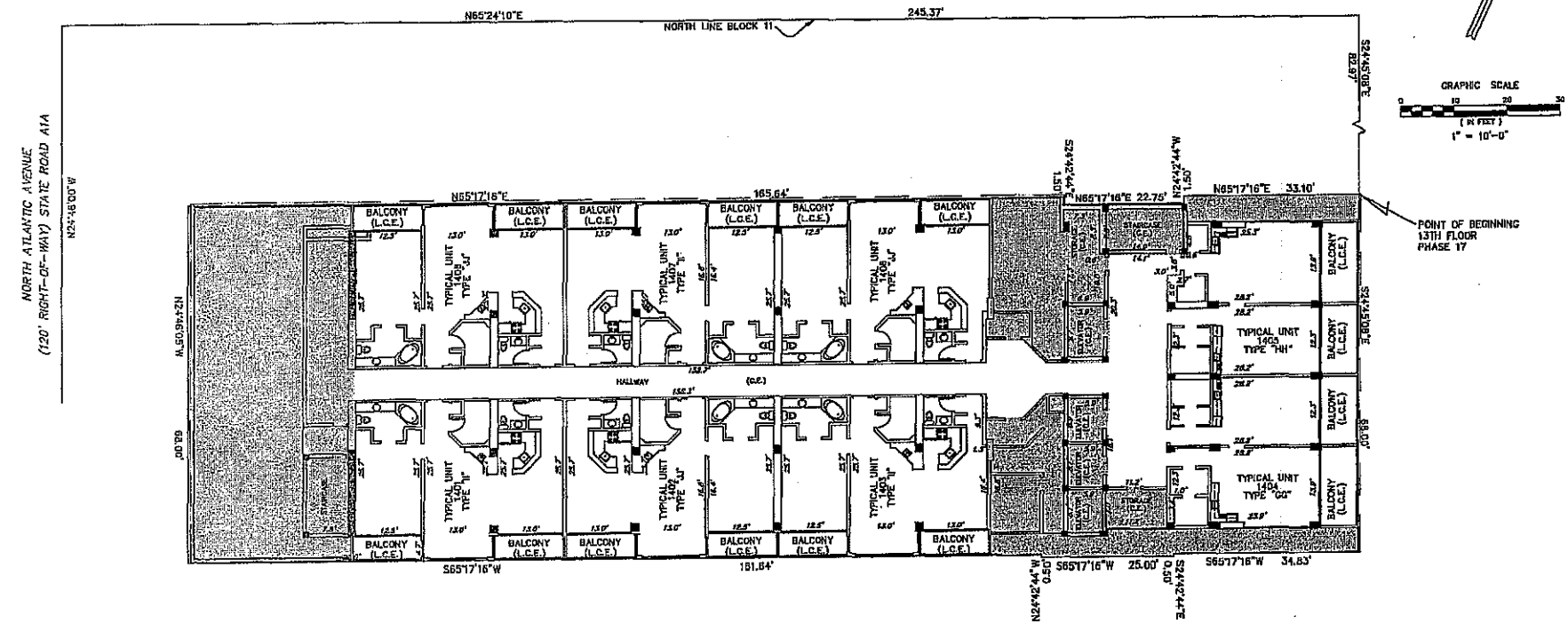
FOR DETAILS OF UNITS TYPE S, T, U, V, W, X, & Y,
SEE SHEET 15 OF 17
FOR DETAILS OF UNITS TYPE A, AA, BB, CC, DD, & EE,
SEE SHEET 16 OF 17

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DAYTONA BEACH RESORT and CONFERENCE CENTER, a CONDOMINIUM RESORT

DAYTONA BEACH, FLORIDA



14TH FLOOR PLAN

PHASE 17

EXHIBIT "A"

LEGEND

- CONDOMINIUM BOUNDARY
- LIMITED COMMON ELEMENT (L.C.E.)
- COMMON ELEMENT (C.E.)
- S.F. SQUARE FOOT
- DEVELOPER RETAINED "C"
- DEVELOPER RETAINED "E"

PHASE	FLOOR LEVEL	FLOOR ELEVATION	CEILING ELEVATION
17	13TH FLOOR	119.95' - 122.45'	124.85' - 132.80'

DESCRIPTION: PHASE 17, 14TH FLOOR
A PORTION OF THE NORTHERLY 441.93 FEET OF BLOCK ELEVEN (11), ORTONA PARK, SECTION #3, AS PER MAP IN MAP BOOK 23, PAGES 232 AND 233, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID BLOCK 11 RUN N65°24'10"E ALONG THE NORTH LINE OF SAID BLOCK 11 A DISTANCE OF 245.37'; THENCE S24°45'08"E A DISTANCE OF 82.97' TO THE POINT OF BEGINNING; SAID POINT BEING THE NORTHEAST CORNER OF A MASONRY WALL; THENCE CONTINUE ALONG THE EXTERIOR OF SAID WALL THE FOLLOWING COURSES AND DISTANCES: S24°45'08"E 68.00'; S65°17'16"W 34.83'; S24°42'44"E 0.50'; S65°17'16"W 25.00'; N24°42'44"W 0.50'; S65°17'16"W 161.64'; N24°45'05"W 68.00'; N65°17'16"E 165.64'; S24°42'44"E 1.50'; N65°17'16"E 22.75'; N24°42'44"W 1.50'; N65°17'16"E 33.10' TO THE POINT OF BEGINNING.

HAVING A LOWER FLOOR FINISHED FLOOR ELEVATIONS OF 119.95 FEET, 120.45, FEET, AND 122.45 FEET, WITH A CEILING ELEVATIONS OF 124.85 FEET, 129.75 FEET, AND 132.80 FEET. BASED ON NATIONAL GEODETIC 1929 VERTICAL DATUM.

CONTAINING 5855.65 SQUARE FEET

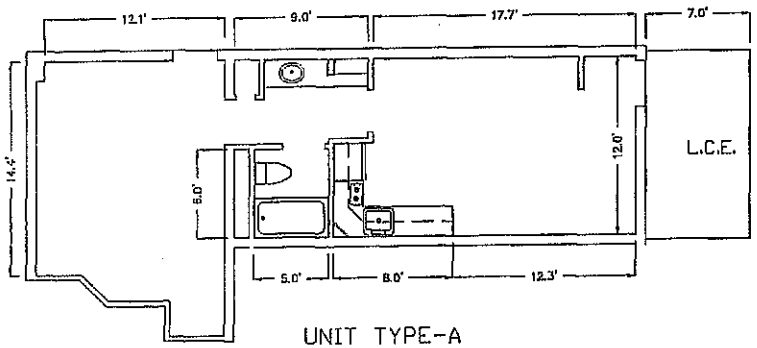
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19 MAY 00

REVISED: 16 JUN 00

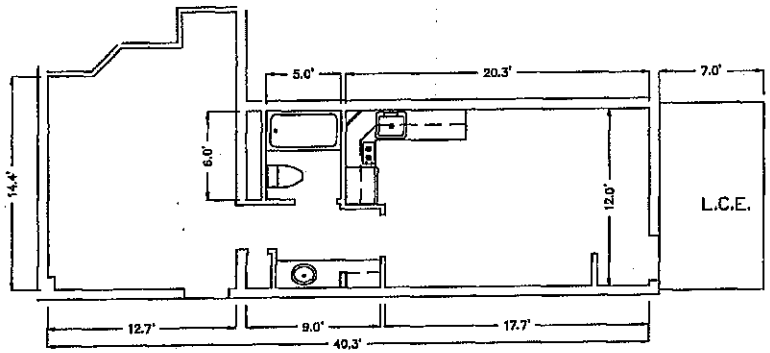
DAYTONA BEACH RESORT and CONFERENCE CENTER,
a CONDOMINIUM RESORT
DAYTONA BEACH, FLORIDA

EXHIBIT "A"

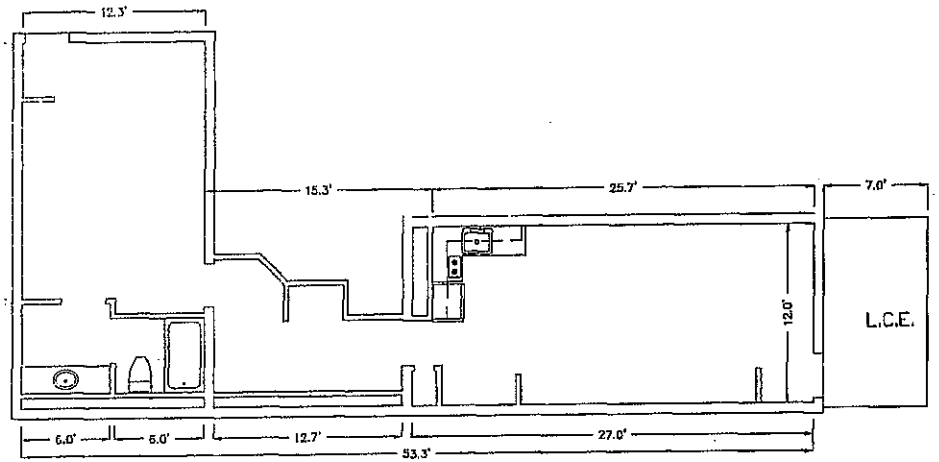
GRAPHIC SCALE
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(IN FEET)
1/4" = 1'-0"



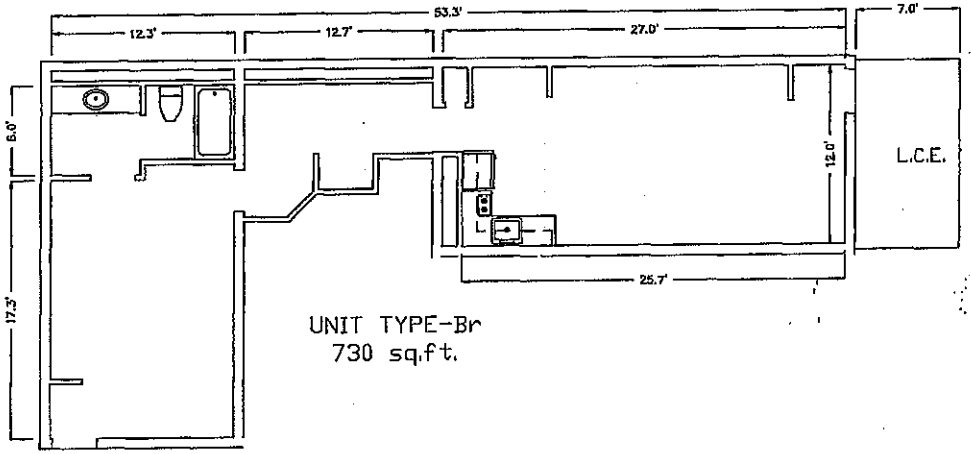
UNIT TYPE-A
536 sq.ft.



UNIT TYPE-Ar
536 sq.ft.



UNIT TYPE-B
730 sq.ft.



UNIT TYPE-Br
730 sq.ft.

FOR UNITS A, Ar, B, & Br SEE PLAN SHEETS 5 & 7 OF 17

NOTE: ACTUAL DIMENSIONS AND SQUARE FOOTAGE MAY VARY SLIGHTLY AS A RESULT OF EXISTING WALL LOCATIONS

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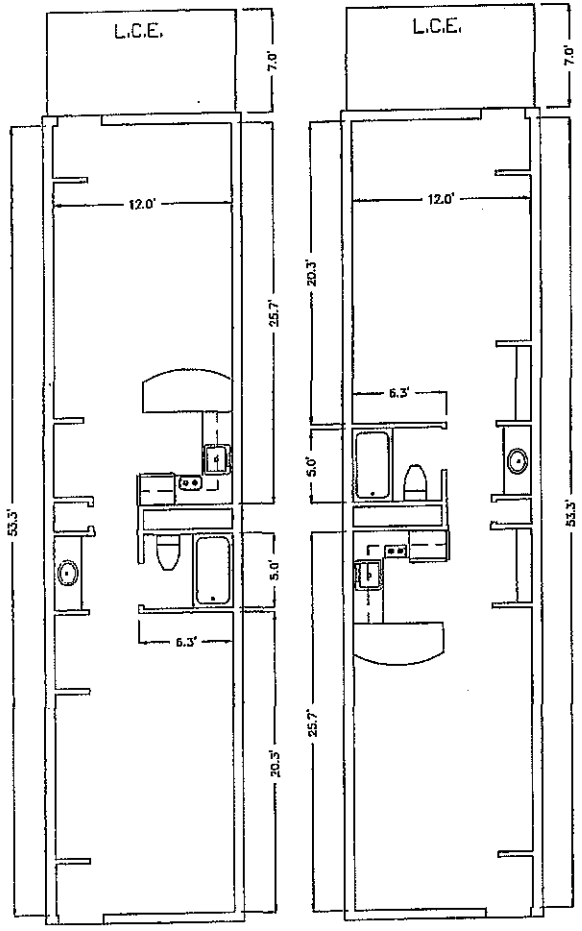
REVISED: 16 JUN 00

DAYTONA BEACH RESORT and CONFERENCE CENTER, a CONDOMINIUM RESORT

DAYTONA BEACH, FLORIDA

EXHIBIT "A"

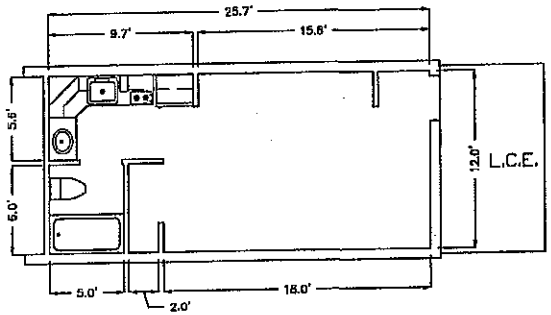
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(IN FEET)
1/4" = 1'-0"



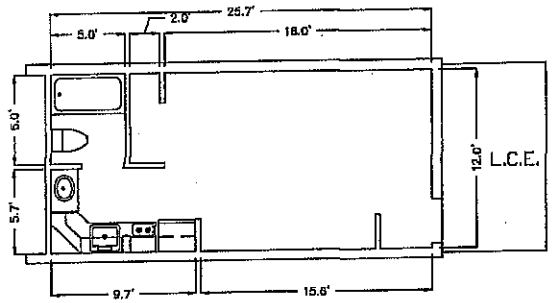
UNIT C
640 SQ FT

UNIT D
640 SQ FT

FOR UNITS C & D SEE PLAN SHEET 5 OF 17

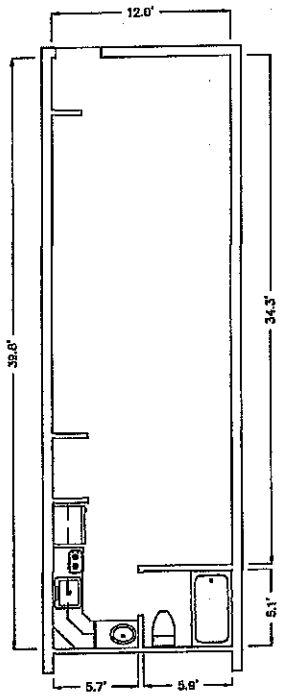


UNIT TYPE-E
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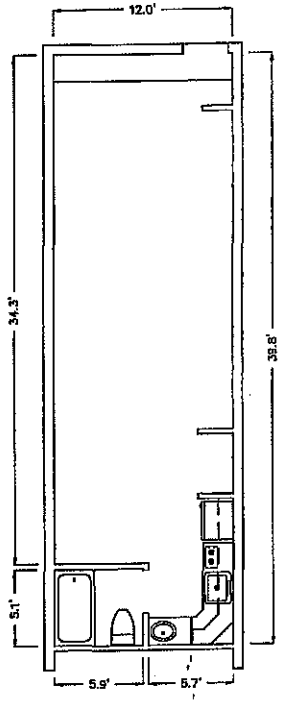


UNIT TYPE-F
308 SQ FT

FOR UNITS E & F SEE PLAN SHEET 6 OF 17



UNIT TYPE-G
478 SQ FT



UNIT TYPE-H
478 SQ FT

FOR UNITS G & H SEE PLAN SHEET 7 OF 17

NOTE: ACTUAL DIMENSIONS AND SQUARE FOOTAGE MAY VARY SLIGHTLY AS A RESULT OF EXISTING WALL LOCATIONS

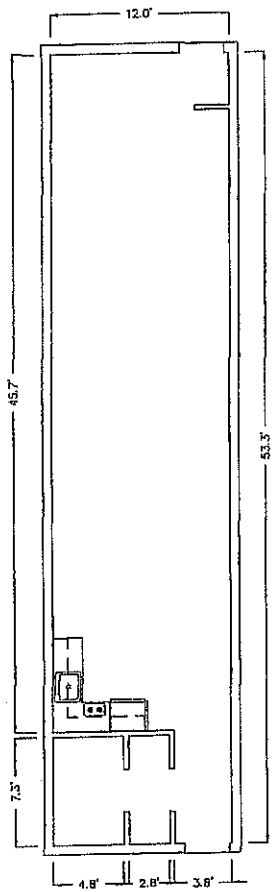
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19 MAY 00

REVISED: 12 AUG 00
REVISED: 16 JUN 00

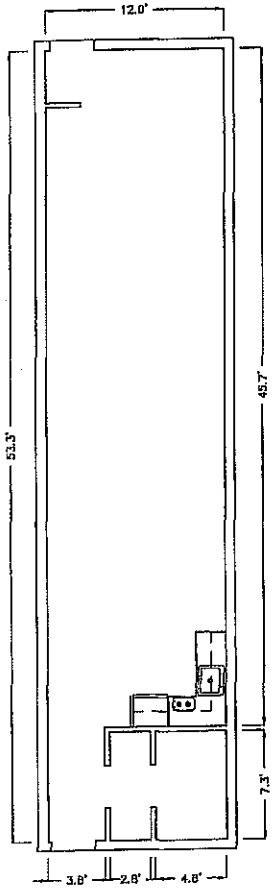
DAYTONA BEACH RESORT and CONFERENCE CENTER,
a CONDOMINIUM RESORT
DAYTONA BEACH , FLORIDA

EXHIBIT "A"

GRAPHIC SCALE
0 5 10 20 30 40
(IN FEET)
1/4" = 1'-0"

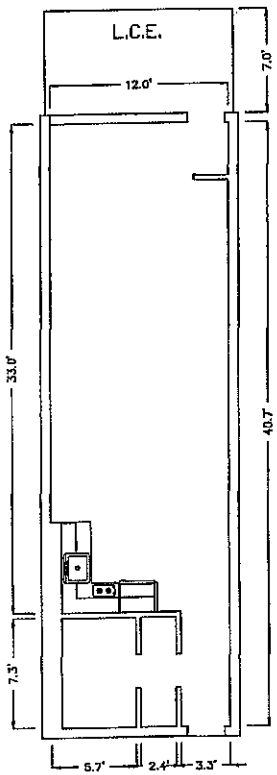


UNIT TYPE-I
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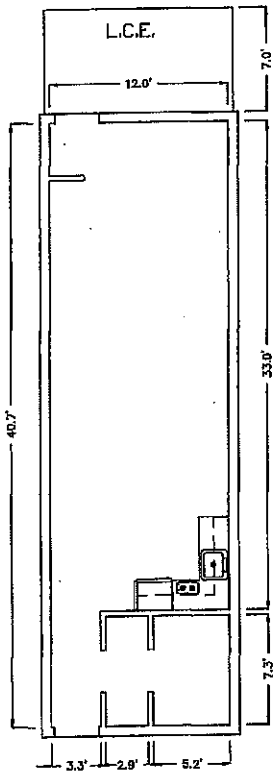


UNIT TYPE-J
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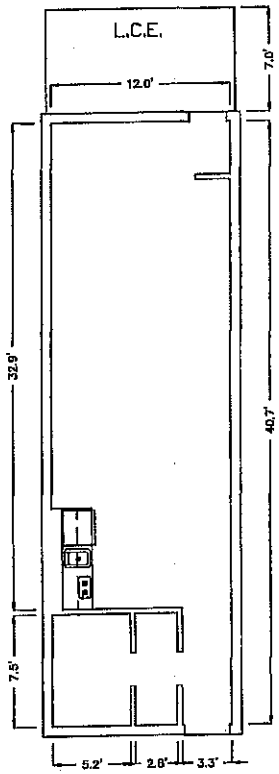
FOR UNITS I & J SEE PLAN SHEET 3 OF 17



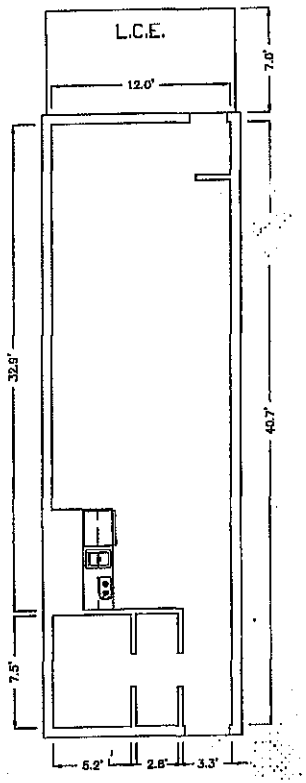
UNIT TYPE-K
488 SQ FT



UNIT TYPE-L
488 SQ FT



UNIT TYPE-M
488 SQ FT



UNIT TYPE-N
488 SQ FT

FOR UNITS K, L, M & N SEE PLAN SHEET 8 OF 17

NOTE: ACTUAL DIMENSIONS AND SQUARE FOOTAGE MAY VARY SLIGHTLY AS A RESULT OF EXISTING WALL LOCATIONS

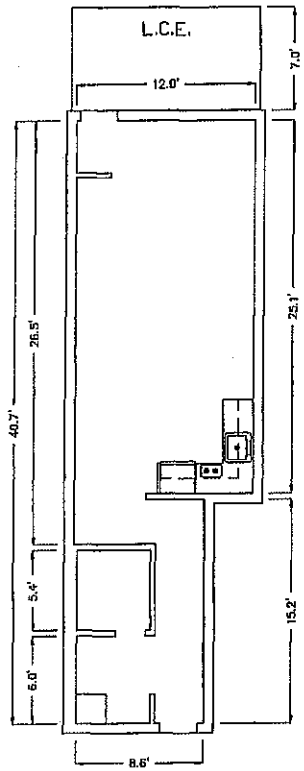
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PROJ. NO. M2006D
19 MAY 00

REVISED: 16 JUN 00

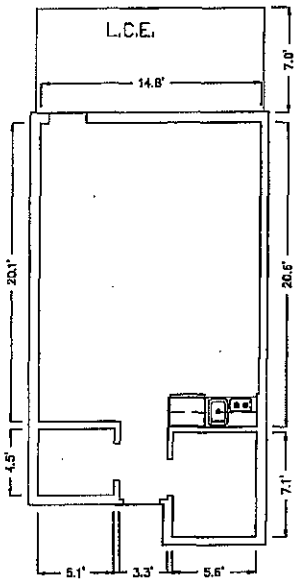
DAYTONA BEACH RESORT and CONFERENCE CENTER,
a CONDOMINIUM RESORT
DAYTONA BEACH , FLORIDA

EXHIBIT "A"

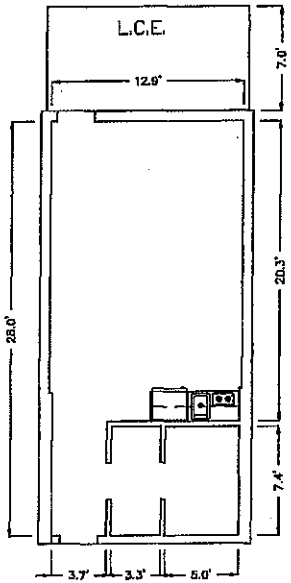
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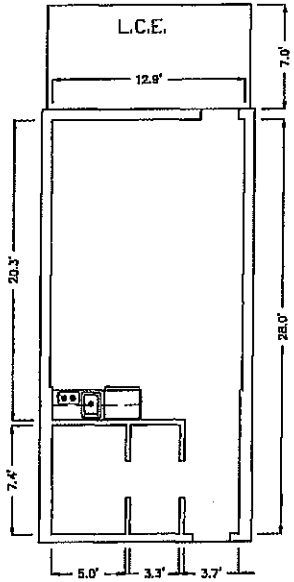
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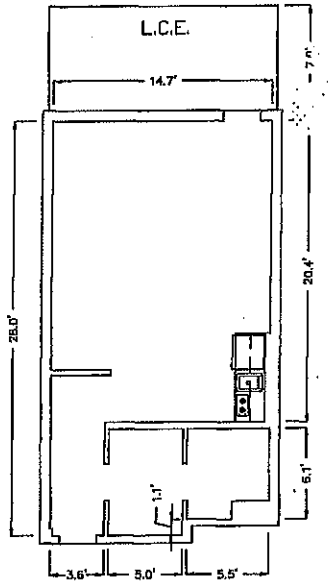
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UNIT TYPE-Q
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UNIT TYPE-Qr
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UNIT TYPE-R
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FOR UNITS O, P, Q, Qr, & R, SEE PLAN SHEET 8 OF 17

NOTE: ACTUAL DIMENSIONS AND SQUARE FOOTAGE MAY VARY SLIGHTLY AS A RESULT OF EXISTING WALL LOCATIONS

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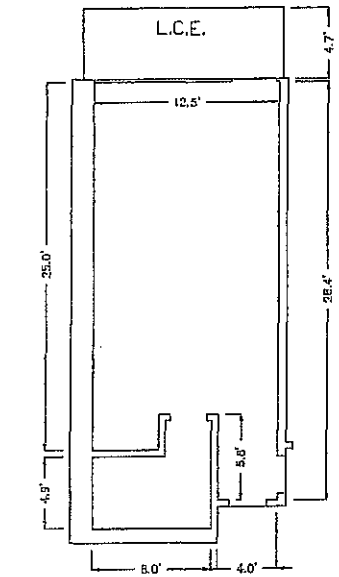
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REVISED: 16 JUN 00

DAYTONA BEACH RESORT and CONFERENCE CENTER, a CONDOMINIUM RESORT

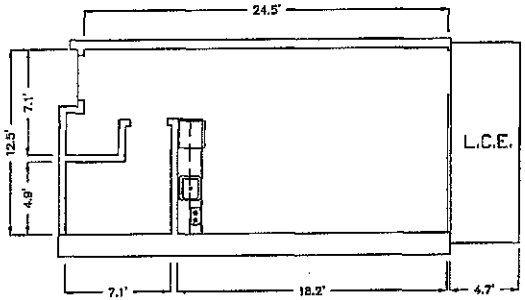
DAYTONA BEACH, FLORIDA

EXHIBIT "A"

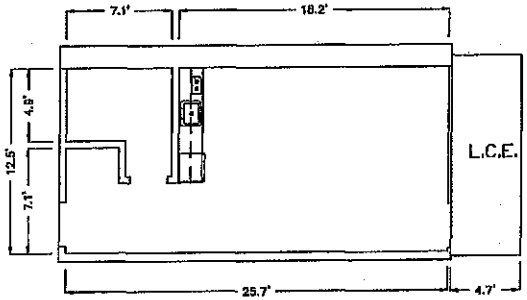
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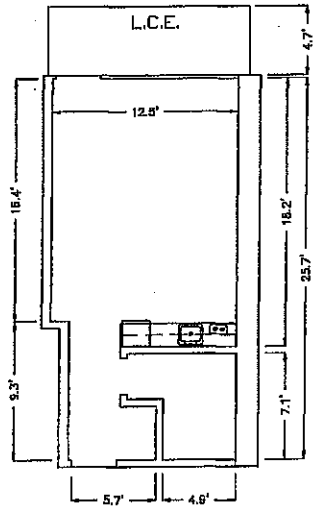
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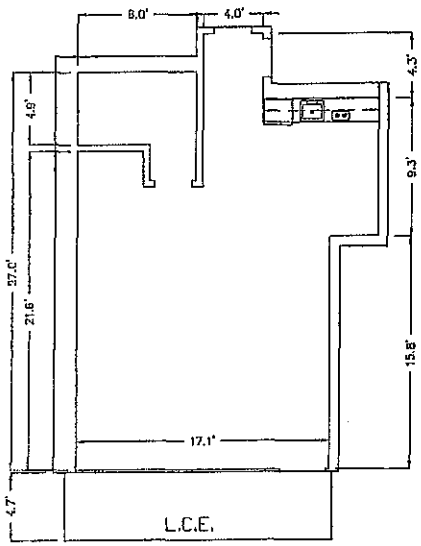
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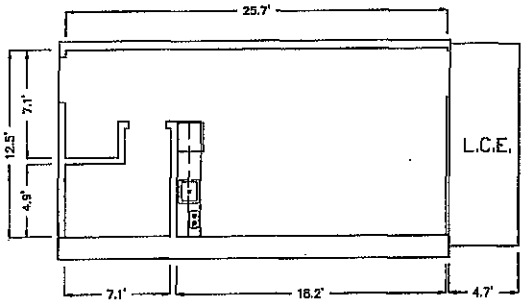
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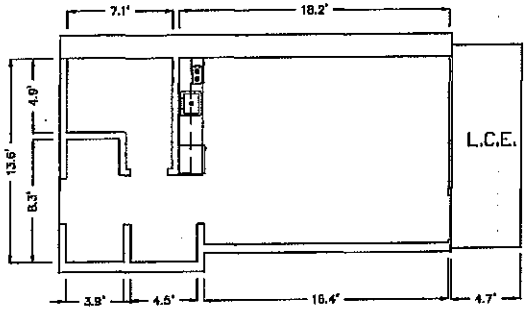
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FOR UNITS S, T, U, V, W, X, & Y, SEE PLAN SHEET 9 OF 17

NOTE: ACTUAL DIMENSIONS AND SQUARE FOOTAGE MAY VARY SLIGHTLY AS A RESULT OF EXISTING WALL LOCATIONS

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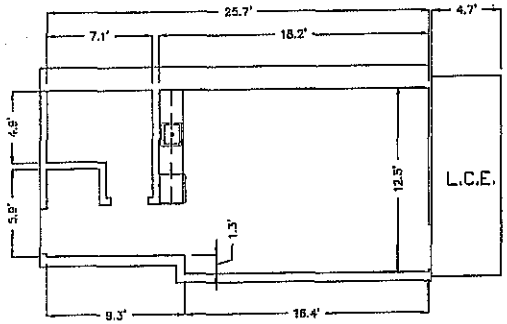
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REVISED: 16 JUN 00

DAYTONA BEACH RESORT and CONFERENCE CENTER, a CONDOMINIUM RESORT

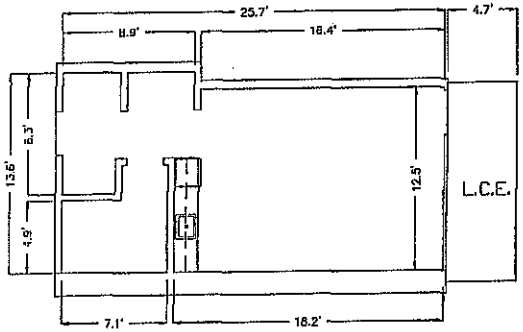
DAYTONA BEACH, FLORIDA

EXHIBIT "A"

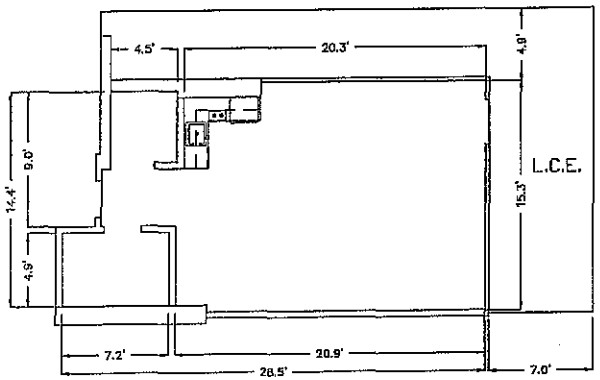
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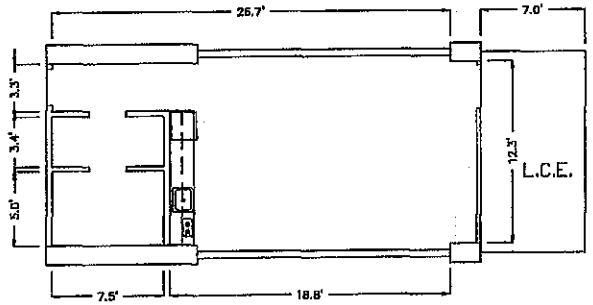
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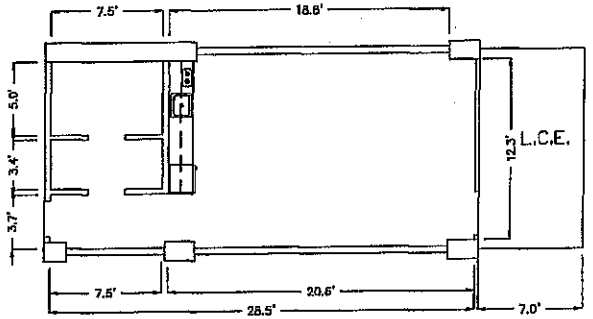
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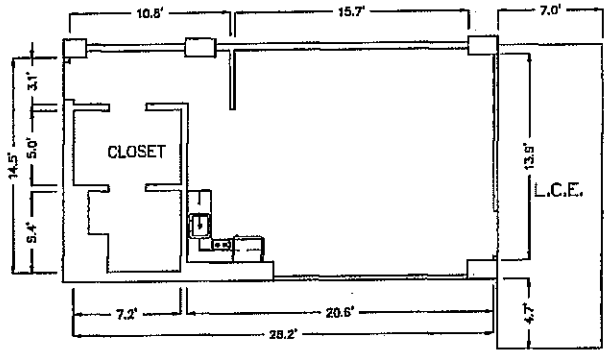
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NOTE: ACTUAL DIMENSIONS AND SQUARE FOOTAGE MAY VARY SLIGHTLY AS A RESULT OF EXISTING WALL LOCATIONS

FOR UNITS Z, AA, BB, CC, DD, & EE,
SEE PLAN SHEET 9 OF 17

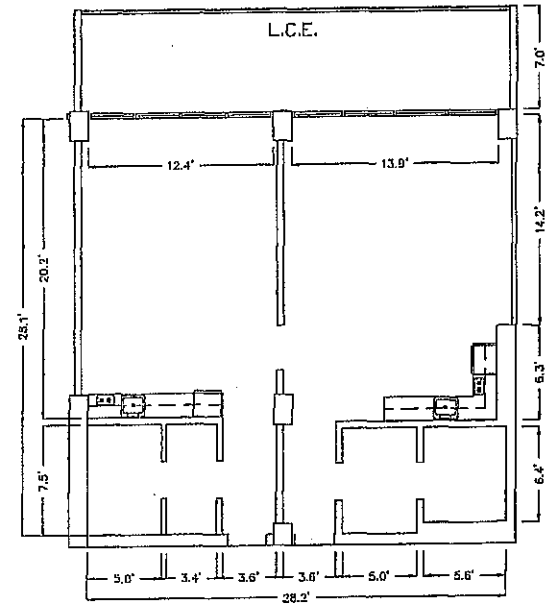
REVISED: 16 JUN 00

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19 MAY 00

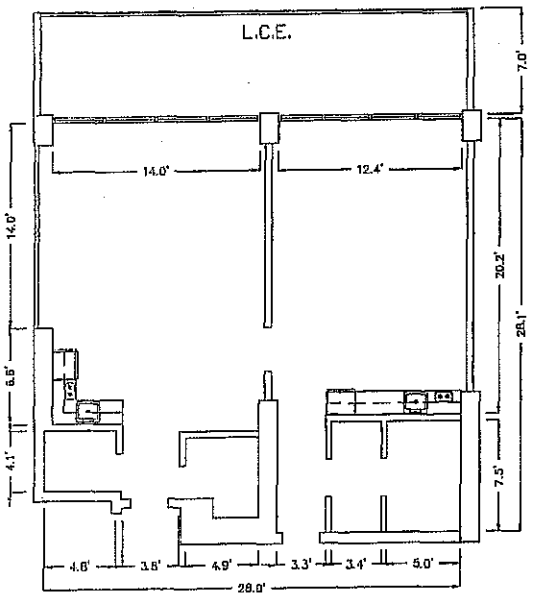
DAYTONA BEACH RESORT and CONFERENCE CENTER,
a CONDOMINIUM RESORT
DAYTONA BEACH, FLORIDA

EXHIBIT "A"

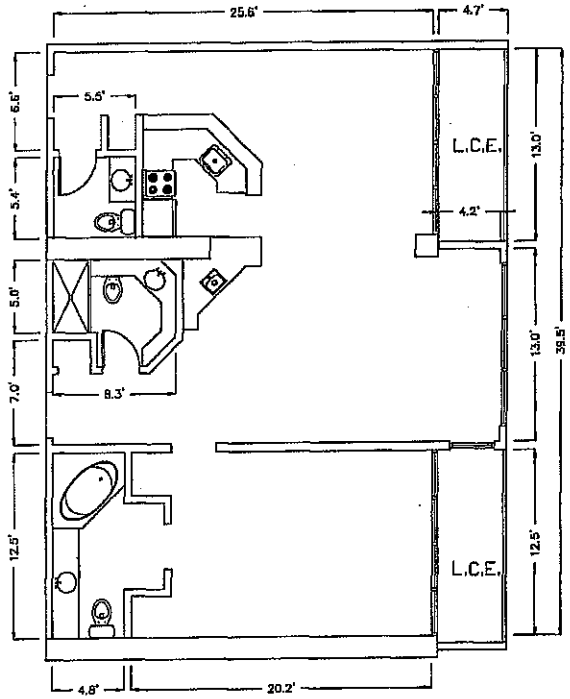
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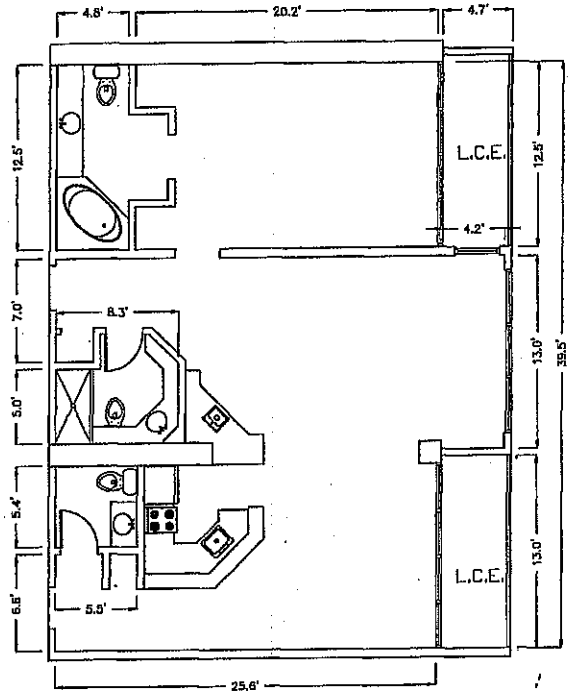
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TYPE "JJ" 1066 SQ FT

FOR UNITS GG, HH, II, & JJ, .
SEE PLAN SHEET 10 OF 17

NOTE: ACTUAL DIMENSIONS AND SQUARE FOOTAGE MAY VARY SLIGHTLY AS A RESULT OF EXISTING WALL LOCATIONS

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16 MAY 00

REVISED: 16 JUN 00

EXHIBIT "B"

DAYTONA BEACH RESORT AND CONFERENCE CENTER,
A CONDOMINIUM RESORT

UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS
AND PERCENTAGE OF SHARING COMMON EXPENSES
AND OWNING COMMON SURPLUS

EXHIBIT "A" TO
COMPLAINT FOR INJUNCTIVR RELIEF
AND OTHER RELIEF

G:\KM\DAYTONA\Exhibit B to Declaration

DAYTONA BEACH RESORT AND CONFERENCE CENTER,
A CONDOMINIUM RESORT

UNIT OWNER UNDIVIDED SHARE IN THE COMMON ELEMENTS
AND PERCENTAGE OF SHARING COMMON EXPENSES
AND OWNING COMMON SURPLUS

Each Unit Owner shall have an equal undivided share in the Common Elements and percentage of sharing Common Expenses and owning Common Surplus.

For Phases I through IV, this share shall be 1/110.

EXHIBIT "A" TO
COMPLAINT FOR INJUNCTIVR RELIEF
AND OTHER RELIEF

EXHIBIT "D"

DAYTONA BEACH RESORT AND CONFERENCE CENTER,
A CONDOMINIUM RESORT

BY-LAWS OF
DAYTONA BEACH RESORT AND CONFERENCE CENTER
CONDOMINIUM ASSOCIATION, INC.

BY-LAWS

OF

DAYTONA BEACH RESORT AND CONFERENCE CENTER CONDOMINIUM ASSOCIATION, INC.

A Florida Corporation Not for Profit

* * *

ARTICLE ONE

Organization

Section 1. The name of this organization shall be DAYTONA BEACH RESORT AND CONFERENCE CENTER CONDOMINIUM ASSOCIATION, INC.

ARTICLE TWO

Purposes

The following are the purposes for which this organization has been established:

Section 1. To serve the recreational and maintenance needs of the Owners of the Condominium Units constructed upon the real property described on Exhibit "A" of the Declaration of Condominium to which this Exhibit "D" is attached.

Section 2. To maintain, manage, operate, administer and improve the real property upon which the recreational facilities are to be constructed; and further, to maintain the facilities and improvements, including personal property, thereon.

Section 3. For the purposes set forth in the Articles of Incorporation of this organization and the Declaration of Condominium of DAYTONA BEACH RESORT AND CONFERENCE CENTER, A CONDOMINIUM RESORT.

Section 4. For such other purpose as the Board of Directors may from time to time deem necessary for the efficient operation of the recreational facilities and Common Elements and Limited Common Elements contemplated hereby.

ARTICLE THREE

Meetings of Membership

Section 1. Place: All meetings of the Association membership shall be held at the office of the Association or such other place as may be designated in the notice.

Section 2. Annual Meeting:

(a) The first Annual Meeting shall occur within one hundred (100) days of the recordation of the Declaration of Condominium and annually thereafter. All members of the Board of Directors to be elected by Unit Owners, other than the Developer, shall be elected by plurality vote. The Developer shall have the right to appoint all members of the Board of Directors, unless and until required otherwise by the provisions of the Declaration of Condominium and Florida Statutes.

(b) Subsequent to the first Annual Meeting, regular annual meetings shall be held upon a date appointed by the Board of Directors. No meeting shall be held on a legal holiday. At least fourteen (14) days prior to the Annual Meeting, unless a Unit Owner waives, in writing, the right to receive notice of the Annual Meeting by mail, written notice, including an agenda, shall be mailed by regular mail to each member of the Association at the address which the Developer initially identifies for that purpose. Where the Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to the address initially identified by the Developer and, thereafter, as one or more of the Unit Owners shall so advise the Association in writing, or if no address is given or the Unit Owners do not agree, to the address provided on the deed of record. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that the notice was mailed or hand delivered in accordance herewith, to each Unit Owner at the address last furnished to the Association. Notice shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual meeting. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the condominium property upon which all notices of Unit Owners' meetings shall be posted.

(c) At the Annual Meetings, the membership of the Association shall elect, by plurality vote, a Board of Directors and transact such other business as may properly come before the meeting. The Directors so elected at the Annual Meeting shall constitute the Board of Directors until the next Annual Meeting of the members of the Association and the election and qualification of their successors.

Section 3. Membership List: At least fifteen (15) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by Condominium Units, shall be produced and kept for said fifteen (15) day period and during the election at the office of the Association and shall be open to examination by any member during such period.

Section 4. Special Meetings:

(a) Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute (including, but not limited to, the provisions of Chapter 718.112(2)(e) and (j), Florida Statutes, regarding the percentage required to call certain special meetings, regarding budgets and recall of Board members), shall be called by the President or Secretary at the request, in writing, of members holding not less than twenty five (25%) percent of the voting interest in the Association. Such request shall state the purpose, or purposes, of the proposed meeting.

(b) Written notice of a Special Meeting of members, stating time, place and object thereof, shall be mailed by regular mail to each member entitled to vote thereat, at such address as appears on the books of the Association, at least five (5) days before such meeting. However, written notice of any meeting at which non-emergency special assessments or at which amendments to rules regarding Units will be proposed, discussed or approved shall be mailed or delivered to the Unit Owners and posted

conspicuously on the Condominium Property no less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an Affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting and filed among the official records of the Association.

(c) Business transaction at all Special Meetings shall be confined to the purposes stated in the notice thereof.

Section 5. Proxies: Votes may be cast in person or by proxy in accordance with applicable law. Proxies must be filed with the Secretary of the Association prior to the meeting. If more than one (1) person owns a Condominium Unit (such as husband and wife), all must sign the proxy for it to be valid.

Section 6. Quorum: The presence in person or representation by written proxy of the members holding at least 33 1/3% of the total voting interest in the Association shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or by these By-Laws. If, however, such quorum shall not be present, the President, or in his absence, the Vice President; or in his absence, any other appropriate officer or director may adjourn the meeting to a time within fifteen (15) days thereof at the same place to be announced at the meeting by the person adjourning same and a notice of such new meeting to be posted conspicuously upon the Condominium Property forty eight (48) continuous hours preceding the meeting. The meeting shall continue to be adjourned in this manner until a quorum shall be present or represented. Notwithstanding anything contained herein to the contrary, at such new meeting or meetings (if additional meetings are necessary in order to obtain the reduced quorum as hereinafter provided), the presence in person or representation by written proxy of the members holding at least one-fourth (1/4th) of the voting interest of the Association shall be requisite to and shall constitute a quorum at such new meeting or meetings; it being intended that, in the event a majority quorum cannot be obtained at any meeting of the members, the quorum requirement be reduced for the purposes of the new meeting or meetings to which the original meeting is adjourned only. At such new meeting or meetings, if necessary, at which a quorum (at least one-fourth (1/4) of the voting interest of the Association present in person or represented by proxy) exists, any business may be transacted which might have been transacted at the meeting originally called. Although any proxy shall be valid at the original meeting and any lawful adjourned meeting or meetings thereof, the Condominium Act shall control (in the event it limits the validity of proxies as it presently does for a period no longer than ninety (90) days after the date of the first meeting for which it was given). F.S. 718.112(2)(b)2.

Section 7. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the Unit Owners' total votes present in person or represented by written proxy at such meeting shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the statutes or the Declaration of Condominium or by these By-Laws, a different vote is required, in which case such express provisions shall govern and control the voting on such issue.

Section 8. Right to Vote and Designation of Voting Member: If a Condominium Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Condominium Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a certificate is not on file with the Secretary of the

Association for a Unit owned by more than one person or by a corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Condominium Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As provided herein, the vote of a Unit is not divisible.)

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

Section 9. Waiver and Consent: Whenever the vote of a member at a meeting is required or permitted by any provision of the statutes or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if the members holding a majority of the Unit Owners' total votes which would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 10. Order of Business: The proposed order of business at all meetings of the Association will be:

(a) Determination of a Quorum;
(b) Proof of Notice of Meeting or Waiver of Notice;
(c) Reading of Minutes of Prior Meeting;
(d) Officers' Reports;
(e) Committee Reports;
(f) Unfinished Business;
(g) New Business; and,
(h) Adjournment.

Section 11. Election of Board: The members of the Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Administration, either in general elections or elections to fill vacancies caused by resignation or otherwise. Limited proxies may be used in an election to fill a vacancy created by recall. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the secretary of the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda, the Association shall then mail or deliver a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than thirty five (35) days before the election, to be included with the

mailing of the ballot, with the costs of mailing, copying and delivery to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. The Division shall by rule establish voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty (20%) percent of the eligible votes must cast a ballot in order to have a valid election of members of the Board of Administration. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting.

Section 12. Unit Owner Participation: Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. Any Unit Owner may tape record or videotape a meeting of the Unit Owners, subject to rules adopted by the Division.

ARTICLE FOUR

Voting

Section 1. The Owner(s) of each Condominium Unit shall be entitled to one (1) vote. If a Condominium Unit Owner owns more than one (1) Unit, he shall be entitled to vote for each Unit owned. The vote of a Condominium Unit shall not be divisible.

Section 2. For the election of Directors, voting shall be by secret ballot. When voting by ballot (for Directors or otherwise), the Chairman of the meeting, immediately prior to the commencement of balloting, shall appoint a committee of three (3) members who will act as "Inspectors of Election" and who shall, at the conclusion of the balloting, certify in writing the results, and such certificate shall be annexed to the Minutes of the meeting.

ARTICLE FIVE

Board of Directors

Section 1. The business of this Association shall be governed by a Board of Directors consisting of three (3) persons. All Directors, other than the Developer or his designated agents, shall be members of the Association.

Section 2. The Directors to be chosen for the ensuing year shall be chosen at the Annual Meeting of this Association by plurality vote; and they shall serve for a term of one (1) year.

Section 3. The Board of Directors shall have the control and management of the affairs and business of this Association and shall have the right to establish reserves or Assessments for betterment of the Condominium Property. Said Board of Directors shall only act in the name of the Association when it shall be regularly convened by its Chairman and after due notice to all Directors of such meeting.

Section 4. All meetings of the Board of Directors of the Association shall be open to the members of the Association and notices of such meetings, stating the place and time thereof and including an identification of agenda items, shall be posted conspicuously at least forty eight (48) continuous hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency, said notice shall not be required. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Administration. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Administration.

Section 5. The organizational meeting of a newly elected Board of Directors (at which meeting officers for the coming year shall be elected) shall be held within ten (10) days of the election of the new Board at such time and place as shall be fixed by the Chairman of the meeting at which they were elected.

Section 6. A majority of the members of the Board of Directors shall constitute a quorum, and the meetings of the Board of Directors shall be held regularly at such time and place as the Board of Directors shall designate.

Section 7. Each Director shall have one (1) vote, and such voting may not be by proxy.

Section 8. The Board of Directors may make such rules and regulations covering its meeting as it may, in its discretion, determine necessary.

Section 9. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

Section 10. Special meetings of the Board of Directors may be called by the President, or, in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of Special Meetings shall state the purpose of the meeting.

Section 11. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting, however, the notice required under Article Five, Section 4, shall still be posted.

Section 12. Vacancies in the Board of Directors shall be filled as follows:

(a) If the vacancy is for a Board member appointed by the Developer, the Developer shall have the right to designate the replacement Director.

(b) If the vacancy is for a Director who has been elected by Unit Owners other than the Developer, the vacancy shall be by a majority vote of those Directors who have been elected by Unit Owners other than the Developer subject to the provisions of Section 718.112(2)(j), Florida Statutes. Any such Director shall serve until the next regularly scheduled election for any position. The replacement Director shall meet the requirements of Article IX of the Articles of Incorporation.

Section 13. The President of the Association by virtue of his office shall be Chairman of the Board of Directors and preside at meetings of the membership. The removal process of Directors herein described shall not apply to Directors elected, appointed or designated by the Developer who may remove any such Director in its sole discretion and who shall thereafter designate the successive Director.

Section 14. Subject to the provisions of Section 718.301, Florida Statutes, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests. A special meeting of the Unit Owners to recall a member or members of the Board of Administration may be called by ten (10%) percent of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Such recall and removal shall be in accordance with Florida Statutes and rules promulgated by the Bureau of Condominiums.

Section 15. The first Board of Directors as designated by the Developer shall consist of:

STEVE FARLEY
HUGH NOWELL
KATHY PIOTH

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting as set forth in Article Three, Section 2(a) of these By-Laws; provided any and all of said Directors shall be subject to replacement by the Developer.

Section 16. Power and Duties: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these By-Laws, or directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(b) To make and levy special and regular Assessments, collect said Assessments, and use and expend the Assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the Common Elements and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Condominium Units therein, and the recreational area and facilities.

(e) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however,

retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(f) Designate one (1) or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association, provided, however, that the powers of a committee shall be limited, and no committee shall be entitled to assume all the powers of the Board of Directors. Such committee(s) shall consist of at least three (3) members of the Association, one (1) of whom shall be a director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors as required.

(g) The irrevocable right of access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

(h) To use and to expend the Assessments collected to maintain, care for and preserve the Condominium Units, the Common Elements, the Limited Common Elements over which the Association is obligated to maintain, care for and preserve, and the Condominium Property (other than the interiors of the Condominium Units which are to be maintained, cared for and preserved by the individual Condominium Unit Owners).

(i) To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

(j) For the purpose of maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units, each Owner of a Condominium Unit grants a perpetual easement in the event of an emergency to the then existing Board of Administration or its duly authorized agents to enter into his Condominium Unit at any reasonable time (or at any unreasonable time if the necessities of the situation should require).

(k) To repair and replace Common Element and Limited Common Element facilities, machinery and equipment.

(l) To insure and keep insured the Owners against loss from public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium.

(m) To review all complaints, grievances or claims of violations of the Declaration of Condominium, Exhibits thereto, the Condominium Act and the Rules and Regulations promulgated by the Association and to levy fines in accordance with the Condominium Act and establish a uniform procedure for determining whether such violations occurred and whether fines should be levied. Such procedure may be set forth in the Rules and Regulations promulgated by the Board of Directors. At a minimum, such Rules and Regulations shall provide that:

(1) the party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

a. A statement of the date, time and place of the hearing;

b. A statement of the provisions of the declaration, association by-laws or association rules which have allegedly been violated; and,

c. A short and plain statement of the matters asserted by the Association.

(2) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(3) The hearing will be held before a committee of other Unit Owners. The committee will consist of three (3) Unit Owners selected by the Board.

(4) Fines may be imposed up to the maximum allowed by law.

(n) To collect delinquent assessments by suit or otherwise to abate nuisances and to enjoin or seek damages from Unit Owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Administration.

(o) To adopt hurricane shutter specifications which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications by the Board. The installation, replacement and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements within the meaning of this section.

Section 17. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of Board meetings shall be posted.

ARTICLE SIX

Officers

Section 1. The principal officers of the Association shall be as follows:

President: STEVE FARLEY
Vice President/Secretary: HUGH NOWELL
Vice President/Treasurer: KATHY PIOTH

Section 2. The President shall preside at all membership meetings. He shall be a Director and shall, by virtue of his office, be Chairman of the Board of Directors. He shall present at each Annual

Meeting of the Association an Annual Report of the work of the Association. He shall see to it that all books, reports and certificates, as required by law, are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of the Association. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

Section 3. The Vice President shall be a Director and shall, in the event of the absence or inability of the President to exercise his office, become acting President of the Association with all the rights, privileges and powers of said office. He shall be one of the officers who may sign the checks or drafts of the Association.

Section 4. The Secretary shall:

(a) Keep the Minutes and records of the Association in appropriate books.

(b) File any certificate required by any statute, Federal or State.

(c) Give and serve all notices to members of this Association.

(d) Be the official custodian of the records and seal, if any, of this Association.

(e) Be one of the officers required to sign the checks and drafts of the Association.

(f) Present to the membership at any meetings any communication addressed to him as Secretary of the Association.

(g) Submit to the Board of Directors any communications which shall be addressed to him as Secretary of the Association.

(h) Attend to all correspondence of the Association and exercise all duties incident to the office of the Secretary.

Section 5. The Treasurer shall:

(a) Have the care and custody of all monies belonging to the Association and shall be solely responsible for such monies or securities of the Association. He shall cause to be deposited in a regular business bank or trust company a sum not exceeding an amount authorized by the Board of Directors and the balance of the funds of the Association shall be deposited in a savings bank, except that the Board of Directors may cause such funds to be invested in such investments as shall be legal for a savings bank in the State of Florida.

(b) Be one of the officers who shall be authorized to sign checks or drafts of the Association; no special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it.

(c) Render at stated periods as the Board of Directors shall determine a written account of the finances of the Association, and such report shall be physically affixed to the Minutes of the Board of Directors at such meeting.

(d) All or a portion of the duties of the Treasurer may be fulfilled by a management company in the discretion of the Board of Directors.

Section 6. No officer or Director shall, for reason of his office, be entitled to receive any salary or compensation, but, nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for duties other than as a Director or officer.

Section 7. Checks or drafts of the Association must be signed by two (2) officers or directors of the Association.

ARTICLE SEVEN

Salaries

The Board of Directors shall hire and fix the compensation of any and all employees which they, in their discretion, may determine to be necessary in the conduct of the business of the Association. However, no member of the Board of Directors or an officer of the Association shall be paid any compensation for carrying out their duties.

ARTICLE EIGHT

Committees

All committees of this Association shall be appointed by the majority of the Board of Directors for whatever period of time is designated by said Board of Directors.

ARTICLE NINE

Finances and Assessments

Section 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by two (2) officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fiscal Year: The fiscal year for the Association shall begin on the first day of January each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 3. Determination of Assessments:

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common

Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium and recreation facilities. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions and percentages of sharing Common Expenses as provided in the Declaration of Condominium. Said Assessments shall be payable monthly in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any Assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's Assessment. All Assessments shall be payable to the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each fiscal year.

Section 4. Application of Payments and Commingling of Funds: All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled, except that they may be commingled for investment purposes. All Assessment payments by a Unit Owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or Special Assessments, in such manner and amounts as the Board of Directors determines in its sole discretion. No managers or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, officer or director of the Association shall commingle any Association funds with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes.

ARTICLE TEN

Minutes

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by Unit Owners and Board members at all reasonable times.

ARTICLE ELEVEN

Compliance and Default

Section 1. In the event of a violation (other than the nonpayment of an Assessment) by the Unit Owner in any of the provisions of the Declaration of Condominium, of these By-Laws or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a

period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;

(b) An action in equity to enforce performance on the part of the Unit Owner;

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or,

(d) A fine which shall be levied by the Board of Directors in an amount and manner set forth in the Rules and Regulations promulgated by the Board of Directors. Notwithstanding anything contained herein to the contrary, a fine shall not become a lien on the Unit.

Any remedy contained in the Declaration of Condominium, Exhibits thereto, the Condominium Act and/or the Rules and Regulations promulgated (including, but not limited to the foregoing) shall be cumulative and in addition to any and all other remedies provided by such documents or the laws of the State of Florida.

Section 2. All Unit Owners 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, of 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. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company. Any rights or replacement required, as provided in this section, shall be charged to said Unit Owner as a specific item and the Association shall have a right to collect said charges.

Section 3. In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court. In addition the parties to a proceeding shall have any right to attorneys' fees that may accrue under Section 718.303 and Section 718.125, Florida Statutes.

Section 4. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 5. In the event of any internal dispute arising from the operation of the Condominium among Unit Owners, the Association, and their agents and assigns, any party may apply for mandatory non-binding arbitration in accordance with Section 718.1255, Florida Statutes. Venue for any such proceedings shall be in Volusia County, Florida.

ARTICLE TWELVE

Indemnification

The Association shall indemnify every Director and every officer, their heirs, personal representatives and administrators, against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director and officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director and officer may be entitled.

ARTICLE THIRTEEN

Liability Survives Termination of Membership

The termination of ownership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE FOURTEEN

Liens

Section 1. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special Assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and Special Assessments upon a Condominium Unit shall be paid before becoming delinquent as provided in these Condominium documents or by law, whichever is sooner.

Section 2. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and Special Assessments, within five (5) days after the attaching of the lien.

Section 3. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner received notice thereof.

Section 4. Failure to comply with this Article Fourteen concerning liens will not affect the validity of any judicial sale.

Section 5. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Board of Directors of the Association may make such changes as it deems appropriate against the applicable Unit for supplying the information provided herein.

ARTICLE FIFTEEN

Amendments to the By-Laws

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners provided that:

(a) Notice of the meeting shall contain a statement of the proposed amendment.

(b) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the Unit Owners present in person or by proxy at such meeting at which a quorum has been met.

(c) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the Unit Owners present in person or by proxy at the meeting at which a quorum has been met.

(d) Said amendment shall be recorded and certified as required by the Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Article XXIII, Section 23.01 of the Declaration of Condominium occurs, these By-Laws may not be amended without a prior resolution requesting the said amendment from the Board of Directors.

(e) Except as otherwise provided in Section 718.110(4), Florida Statutes, notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, the By-Laws may be amended by a majority of the Board of Directors, provided that such Amendment shall not increase the proportion of common expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Said Amendment need only be executed and acknowledged by the Association and the consent of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

ARTICLE SIXTEEN

Construction

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions (or portions thereof) of this instrument shall nevertheless be and remain in full force and effect.

Headings are provided herein for convenience purposes only and shall not be construed for interpreting the meaning of any provisions of these By-Laws.

ARTICLE SEVENTEEN

Mandatory Arbitration

All internal disputes arising from the operation of the Condominium among the Unit Owners, Association and their agents and assigns, shall be subject to mandatory non-binding arbitration in accordance with Section 718.1255, Florida Statutes.

ARTICLE EIGHTEEN

Fidelity Bonds

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks, and the president, secretary and treasurer of the Association. The Association shall bear the cost of bonding.

The foregoing were adopted as the By-Laws of DAYTONA BEACH RESORT AND CONFERENCE CENTER CONDOMINIUM ASSOCIATION, INC., at the first meeting of its Board of Directors.

_____
Secretary

APPROVED:

_____
President

EXHIBIT "B" TO
COMPLAINT FOR INJUNCTIVR RELIEF
AND OTHER RELIEF

CUSTOMER SERVICE AGREEMENT
DAYTONA BEACH RESORT SND CONFERENCE CENTER CONDOMINIUM ASSOCIATION, INC.

THIS AGREEMENT made and entered into this 1st day of February, 2023 by and between **Tomoka Property Management, Inc.**, a Florida corporation and hereinafter referred to as the "AGENT" whose address is 5182 N Oceanshore Unit A-2, Palm Coast, FL 32137 and **Daytona Beach Resort and Conference Center Condominium Association, Inc.** a Florida Not-for-Profit corporation and hereinafter referred to as "ASSOCIATION," whose address is defined in section 15.0 below.

WHEREAS, this Agreement supersedes and replaced any and all previous Agreements between the ASSOCIATION and AGENT.

WHEREAS, the ASSOCIATION is the legal entity responsible for the operation and management of **Daytona Beach Resort and Conference Center Condominium Association, Inc. ,** including any and all property owned, controlled, or managed by the ASSOCIATION and which is created and governed by a **Declaration of Covenants** as the same may be amended from time to time; and

WHEREAS, the ASSOCIATION is desirous of entering into this Agreement for the purpose of engaging AGENT to furnish the management services listed herein to the ASSOCIATION,

WHEREAS, AGENT is desirous of furnishing such management services to the ASSOCIATION,

NOW, THEREFORE, in consideration of the mutual promises contained herein and One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

TERMS AND RECITALS

All above recitals are true and correct. The WHEREAS recitals are hereby incorporated by reference. The terms used herein shall have their usual and common meanings. Terms expressed in bold font are those terms which correspond with terms defined by this Agreement or, where applicable, by the **Governing Documents** for the ASSOCIATION.

DEFINITIONS

ASSOCIATION shall mean and refer to the **Daytona Beach Resort and Conference Center Condominium Association, Inc.**

Association Representative Initials_____
Tomoka PM Representative initials_____

ADMINISTRATIVE POLICY shall mean and refer to any written and duly approved resolution of the Board of Directors which governs the routine performance of any duty or responsibility of the ASSOCIATION.

Tomoka Property Management, INC., is a Florida Corporation and its employees, officers, directors, agents, and sub-contractors, and is hereinafter sometimes collectively referred to as the "AGENT."

ATTORNEY OF RECORD shall mean and refer to the attorney or law firm selected by the ASSOCIATION to handle all customary and common services rendered to the ASSOCIATION, including collections and covenant enforcement.

GOVERNING DOCUMENTS shall mean and refer to any of the collective governing documents for the ASSOCIATION including the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and/or the Rules and Regulations, and any amendments thereto, which exist, whether recorded among the Public Records or not, for the ASSOCIATION and which encumber any units, lots, or dwellings located therein with certain rights, restrictions, rules, or easements.

OWNER shall mean and refer to any person, persons, or other entities, whether natural or not, defined as a member of the ASSOCIATION and subject to the provisions of the **Governing Documents.**

PRESIDENT shall mean and refer to the person appointed as President of the ASSOCIATION in accordance with the **Governing Documents** of the ASSOCIATION.

CONTRACT PROVISIONS

1.0 TERM OF AGREEMENT. ASSOCIATION hereby contracts with AGENT exclusively to manage the affairs of the ASSOCIATION for an initial period beginning **February 1, 2023** and ending **September 30, 2024**. This contract shall renew automatically for (1) one year additional term unless this agreement is terminated by either party in the manner hereinafter described.

2.0 TERMINATION. Either party may terminate this agreement at the end of the initial term or at the end of any subsequent one-year renewal term as defined herein provided that written notice must mailed to the other party via certified United States Postal Service (USPS) mail, return receipt requested, to the address listed in this Agreement no less than forty five (45) days prior to the end of the initial term or no less than forty five (45) days prior to the end of any one year renewal term. Irrespective of any renewal or extension of this Agreement, a new Management Fee must be agreed upon by both parties before said renewal or extension becomes effective. This Addendum shall be in writing and considered part of the renewal or extension of this Agreement.

3.0 TRANSFER OF ASSOCIATION RECORDS. In the event this Agreement is terminated under Articles 1.0 or 2.0, both parties shall, within thirty (30) days, appoint an authorized representative(s) and schedule a mutually convenient date and time within thirty (30) days of the effective termination date to facilitate the transfer of the books and records of the ASSOCIATION to the authorized representative(s) of the ASSOCIATION per state chapter 718. Said transfer of records shall occur at the

Association Representative Initials_____
Tomoka PM Representative initials_____

address of AGENT listed herein or at other location deemed appropriate by AGENT. AGENT shall not charge a fee for the transfer of such records.

4.0 TRUE UP PAYMENT. In the event this Agreement is terminated or expires, AGENT shall prepare and supply to the ASSOCIATION a statement reflecting any charges, fees, or reimbursements contemplated by this Agreement and, no later than thirty (30) days from the date of termination or expiration, disburse the funds necessary to properly defray these fees, charges, and reimbursements. ASSOCIATION hereby agrees that any outstanding fees that remain outstanding and payable by any third-party collection agency or law firm due to the AGENT only shall be assigned in their entirety to AGENT. AGENT shall prepare and supply to ASSOCIATION a statement of all such outstanding amounts owed, which shall be paid directly to AGENT by such third-party collection agency or law firm.

5.0 AGENT'S PERSONAL PROPERTY. The parties hereby acknowledge that all of the AGENT'S personal and intellectual property, including but not limited to, AGENT'S trade name, software programs, trademarks, service marks, and equipment is and shall remain the personal property of the AGENT. The parties hereby acknowledge that upon the expiration or termination of this Agreement that any and all of the aforementioned property in the custody of the ASSOCIATION will be returned to the AGENT in working order, save reasonable wear and tear, within thirty (30) days of said expiration or termination.

6.0 SERVICES OF AGENT. AGENT shall perform the specific services defined in **Exhibit A** incorporated herein in the name of and on behalf of the ASSOCIATION. The ASSOCIATION hereby gives the AGENT the necessary power and authority to perform all services either contemplated under this Agreement or as required by any provision of the **Governing Documents,** applicable state or federal law, rule or regulation. The ASSOCIATION will provide AGENT those items listed in **Exhibit C** incorporated herein at least three (3) weeks prior to the Commencement Date of this Agreement. AGENT may rely on all information supplied by the ASSOCIATION and AGENT will not be required nor expected to verify the accuracy and completeness of such information and shall have no liability for errors that result from the use of such information.

7.0 FEES AND COSTS. AGENT agrees to perform the services required of it herein, in exchange for which services the ASSOCIATION shall pay all fees and costs including monthly management fees, reimbursable costs related to equipment and supplies, on-site payroll costs, and other services which are enumerated in **Exhibit B** incorporated herein may be paid to AGENT by electronic ACH transaction at the discretion of the AGENT and without approval of the ASSOCIATION.

8.0 ON-SITE MANAGEMENT, MAINTENANCE AND/OR JANITORIAL STAFFING SERVICES. Notwithstanding anything to the contrary contained herein, and in accordance with the provisions found in Exhibit B incorporated herein, AGENT shall provide, at the ASSOCIATION'S sole and unfettered discretion and cost, on-site Community Association Management, Administrative, Maintenance/Janitorial, and/or Concierge personnel dedicated exclusively to the ASSOCIATION. Any persons retained to act as such on-site staff shall be employees of the AGENT only and shall be subject to, and the beneficiary of, all human resource guidelines and benefits set forth by the AGENT. All fees and costs related to any aforementioned on-site personnel shall be due and payable on the final payroll day of each bi-weekly payroll period and may be paid to AGENT by electronic ACH transaction at the

Association Representative Initials_____
Tomoka PM Representative initials_____

discretion of the AGENT and without approval of the ASSOCIATION. Should the ASSOCIATION opt to serve as employer of said on-site staff, AGENT shall have no obligation whatsoever for payroll processing, withholding, taxation, benefit provision or administration, statutory reporting of any type, management of any federal, state, or local requirements, laws, codes, acts, or ordinances of any type or kind, insurance of any type related to the on-site staff, mileage reimbursement, vacation coverage, or any other human resources related duty relative to the subject on-site staff members.

9.0 EXCUSABLE DELAYS/FORCE MAJEURE. If the AGENT is hindered or otherwise unable to perform its duties provided herein in a timely manner by reason of riot, Acts of God, strikes, natural disaster, war, failure of power, insurrection, terrorist attack, or any other reason beyond the control of the AGENT, then the performance of such duty shall be excused for the period of the delay, and the period for the performance of such duty shall be extended for a period equivalent to the period of such delay.

10.0 NOTICES. Except as may be otherwise provided for herein, any notice, demand, request for consent, or other communication required under the terms of this Agreement shall be deemed to be properly delivered three (3) days after said communication is either (i) deposited in the U.S. Mail, postage prepaid, certified and return receipt requested, (ii) when delivered personally to the party, or (iii) when delivered by a reliable overnight carrier, fee prepaid and with confirmation of receipt requested. For the purpose of sending the aforementioned communications, the following addresses shall be deemed to be accurate unless changed in writing by the party making such change:

If to AGENT:
Tomoka Property Management, Inc.
Attn: Nathan Wade
5182 N Oceanshore Unit A-5
Palm Coast, FL 32137

If to ASSOCIATION:
To the President according to the records of the ASSOCIATION
Daytona Beach Resort and Conference Center Condominium Association, Inc.

11.0 INDEPENDENT CONTRACTOR. The parties hereby agree and acknowledge that the AGENT is an independent contractor for the ASSOCIATION and is not an employee. The ASSOCIATION hereby releases any rights, privileges, or authority of control over the method, manner, or means by which the AGENT performs the duties provided in the Agreement.

12.0 PARTIAL INVALIDATION. Any declaration or adjudication that renders any portion, segment, section, or phrase of this Agreement invalid or unenforceable shall have no effect on the remaining terms and provisions.

13.0 WAIVER. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breaches of the same or other provisions.

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14.0 TIME OF THE ESSENCE. Except as otherwise provided herein, time shall be of the essence for all terms and provisions of this Agreement.

15.0 MODIFICATION. No modification, addendum, revision, or addition to this Agreement shall be of any force, affect, or value unless the same is agreed to in writing by both parties.

16.0 ENTIRE AGREEMENT. This Agreement and Exhibits incorporated herein constitute the entire Agreement between the parties hereto, and neither party has been induced by the other by any representations, stipulations, or mutual understandings whatsoever and that there are no collateral agreements or contracts that exist between the parties unless the same is made an addendum hereto and therefore junior to the provisions herein.

17.0 VENUE. In the event that any such suit or legal proceeding is commenced by one party against the other, the other party hereby agrees and covenants that the venue for such proceeding shall be in and for of Volusia County, Florida. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

18.0 DISPUTE RESOLUTION. Prior to initiating litigation, the initiating party must first serve written notice to the Agent or Association within 90 days of the alleged loss setting forth in detail the nature of the alleged claim and an itemization of remedies sought. This must be submitted to mediation in good faith, bearing 50% of the mediation expense. Failure to serve proper notice or to mediate in good faith shall serve as a waiver of any rights to pursue litigation.

19.0 INDEMNIFICATION. The ASSOCIATION shall indemnify, defend, and hold AGENT harmless from all suits, claims, or other actions or legal proceedings brought against AGENT arising out of or related to any fraud, misconduct, act, omission or negligence of the ASSOCIATION, including but not limited to all attorney's fees, costs, and expenses related thereto. The AGENT shall indemnify, defend, and hold ASSOCIATION harmless from all suits, claims or other actions or legal proceedings brought against ASSOCIATION arising out of or related to any fraud, misconduct, act, omission or negligent of the AGENT including but not limited to all attorney's fees, costs and expenses related thereto. All provisions of this Agreement that require either party to have insured or to defend, reimburse, or indemnify the other party, shall survive any termination or expiration, and if either party is or becomes inclined in the defense of any suit, claim or other action or legal proceeding or litigation as result of this Agreement, such provisions shall apply as if this Agreement were still in effect.

20.0 ASSOCIATION INSURANCE. As specified herein, the ASSOCIATION shall carry in full force and effect and at its sole expense, public liability coverage, property and casualty coverage, Directors and Officers Liability coverage and any other such insurance that may be deemed necessary or appropriate. Such insurance policies shall name both the ASSOCIATION and AGENT as a Named Insured and their coverage shall be adequate to protect the interests of both parties in form, substance, and amounts which are reasonably satisfactory to the AGENT. The ASSOCIATION shall provide copies of evidence of the aforementioned policies within thirty (30) days of the execution of this

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Agreement. Alternatively, the AGENT may, but not be required to, bind all necessary coverage with a licensed insurance agent and the ASSOCIATION hereby agrees to reimburse AGENT for all costs incurred as a result of such placement of insurance coverage. Said policies shall contain a provision which requires that notice of any termination or cancellation of such policy shall be sent to the AGENT and ASSOCIATION no less than ten (10) days prior to such termination or cancellation.

21.0 AGENT INSURANCE AND LICENSES. AGENT will maintain Commercial Crime Insurance and Professional Liability Insurance in the minimum amount of One Million Dollars ($1,000,000.00) so as to protect the ASSOCIATION from theft, forgery, loss of money as the result of an act of any employee or officer of AGENT. Proof of such insurance coverage will be provided to the ASSOCIATION and such insurance will not be terminated without the written consent of the ASSOCIATION. AGENT will maintain all licenses necessary to perform its duties as set forth in this Agreement and the Exhibits hereto. The ASSOCIATION will obtain and maintain all federal, state or local licenses or permits that are required for the ownership, operation and maintenance of ASSOCIATION property. AGENT shall comply with all applicable laws in connection with the performance of its duties hereunder.

22.0 GOVERNING LAW. This Agreement shall be governed by, construed in accordance with, and subject to, the laws and ordinances of the State of Florida and of Volusia County, Florida.

23.0 BINDING AGREEMENT. This Agreement shall be binding upon the parties and shall inure to the benefit of the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this _____day of _____, 20_____.

WITNESS	**FOR ASSOCIATION**
_____	_____
Print name	Print name
_____	_____
Signature	Signature
	_____
	Title-Date

WITNESS	**FOR AGENT**
_____	_____
Print name	Print name
_____	_____
Signature	Signature
	_____
	Title-Date

EXHIBIT A
SCOPE OF SERVICES

ACCOUNTING

1.1 In accordance with the payment schedule set forth in the **Governing Documents,** AGENT shall print and distribute to the last known address of all **Owners** the appropriate assessment payment instruments and return envelopes. If no street address has been provided, the aforementioned materials will be mailed to the street address of the subject property. It is anticipated that a number of **Owners** will avail themselves of the automatic payment programs that AGENT may, in its sole discretion offer, including online payments and electronic clearinghouse payments. The AGENT shall hereby be released from the printing and distribution of the payment coupons and envelopes for those certain **Owners** who have enrolled in such electronic programs.

1.2 AGENT shall coordinate, on no less than a weekly basis, receive, review, render payment from ASSOCIATION funds, and properly account for all invoices and bills from ASSOCIATION'S vendors, contractors, and/or service providers. All invoices and costs shall be coded to correspond with the general ledger/chart of accounts for the ASSOCIATION. ASSOCIATION shall retain the right, but not the obligation, to require approval of any and all payments of invoices and bills before said voucher is issued for disbursement by AGENT and to further require counter-signature of any and all payment instruments by a representative of the ASSOCIATION. However, AGENT shall be entitled to immediately process any and all invoices or vouchers rendered by AGENT without such approval or counter-signature. Said representative shall be at all times properly appointed by the Board of Directors, who shall notify the AGENT in writing of said appointment.

1.3 AGENT hereby recommends that the ASSOCIATION require any contractors and vendors who provide services upon the ASSOCIATION property be fully licensed and insured, including lawful workman's compensation insurance. AGENT shall utilize any third-party contractor and vendor insurance verification service it chooses, at its sole and unfettered discretion, to provide verification of such insurance coverage. Any costs associated with said insurance verification shall be borne by the subject contractor or vendor. AGENT shall compile all necessary IRS W-9 forms from contractors and vendors and shall furnish all necessary IRS 1099 forms to non-incorporated contractors and vendors in accordance with Federal tax law. ASSOCIATION hereby understands and acknowledges that it is solely responsible for the authorization of any work or services performed by any and all contractors and vendors. In the event that ASSOCIATION elects to retain the services of a contractor or vendor that does not possess the aforementioned license and/or insurance coverage, ASSOCIATION hereby indemnifies and holds AGENT harmless from any claim, suit, loss, or legal action or proceeding, including any and all attorney's fees and costs, arising as result out of any uninsured loss or claim by any third party vendor or contractor.

1.4 AGENT shall prepare both a proposed annual operating and reserve budget, including an assessment journal if required by Florida Statute. The proposed budget(s) shall be distributed to the Board of Directors no later than ninety (90) days prior to the end of the ASSOCIATION'S fiscal year and, in coordination with the Board of Directors and in accordance with applicable Florida Statute, properly

notice a meeting of the Board of Directors for the purpose of approving such budgets(s). The Board of Directors shall either approve the budget as submitted or approve after making any revisions they deem necessary. The budget shall then be forwarded to the AGENT no later than thirty (30) days prior to the end of the ASSOCIATION'S fiscal year. AGENT shall issue payment instruments to Owners as required in section 1.1 herein.

1.5 AGENT shall prepare, distribute to the Board of Directors and other authorized persons, and file with the official records of the ASSOCIATION, a compiled monthly financial statement prior to the 20th day of the following month which the statement is prepared for Board review. The monthly financial statement shall include a statement of balances, revenue and expense comparison, a check register, an accounts receivable journal, a collection activity report, a transaction journal, and an accounts payable journal. All said reports shall be prepared using the accrual method of accounting.

1.6 AGENT shall facilitate, at the sole cost of the ASSOCIATION, an annual independent audit or review of the ASSOCIATION'S financial records, as required by the applicable Florida Statutes. Said audit or review shall include the preparation and filing of any necessary local, State or Federal tax forms, utilizing an independent Certified Public Accountant of the ASSOCIATION'S choice. AGENT shall obtain an engagement letter from the ASSOCIATION'S existing CPA and shall also provide additional letters at the request of the ASSOCIATION not less than thirty (30) days prior to the end of the end of the ASSOCIATION'S fiscal year. AGENT shall not be responsible for any fines, penalties, or other charges assessed as a result of the ASSOCIATION'S failure to elect said CPA in a timely manner or by the CPA's failure to meet lawful deadlines.

1.7 On a schedule required by Florida Statutes, AGENT shall prepare and mail a notice to each Owner notifying them of the availability of the year-end financial report and provide a copy of such financial report upon request by any Owner. It is expressly understood that all costs for such notice, including postage and printing, are that of the ASSOCIATION and that AGENT may utilize a post card for such notification. The ASSOCIATION may also direct AGENT to deliver the notice in coordination with any other mailings including newsletters and meeting notices.

1.8 In accordance with the Florida Construction Lien Law and Florida Statute 713, AGENT shall facilitate the preparation, recording, and posting of a Notice of Commencement for any project which exceeds $2500.00 in total value and will require notarized Lien Waivers and/or Final Contractor's Affidavits from any vendor or contractor before releasing payment. AGENT shall charge a fee defined in Exhibit B incorporated herein for each such notice to the ASSOCIATION.

1.9 If the ASSOCIATION is a condominium association organized under chapter 718 Florida Statutes, AGENT shall remit to the Department of Business and Professional Regulations, Division of Condominiums, Timeshares and Mobile Homes, Bureau of Condominiums (hereinafter referred to as the "Bureau"), any fees imposed upon the ASSOCIATION by the Bureau. All such fees shall be paid directly to the Bureau by the ASSOCIATION.

1.10 AGENT shall establish and manage all bank accounts deemed necessary by the ASSOCIATION and will serve as the repository for all corporate resolutions and other records related thereto. AGENT shall at all times ensure that ASSOCIATION funds are held in banking institutions and depositories insured by the Federal Deposit Insurance Corporation (FDIC). AGENT shall not be liable for the loss of any such funds as a result of the insolvency of any such banking institution, regardless of

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Tomoka PM Representative initials_____

whether any insurance money is ever collected. AGENT shall be the only signatory on all accounts but with Board full viewership and access.

1.11 All accounting services shall be performed by the accrual method of accounting and in accordance with Generally Accepted Accounting Principles (GAAP), as such terms are defined by the American Institute of Certified Public Accountants (AICPA). The ASSOCIATION shall provide to the AGENT an opening statement of balances and a copy of the most recent reconciled bank statement for all accounts owned by the ASSOCIATION as described in Exhibit C incorporated herein. If the ASSOCIATION does not have any of the required records, it shall, at AGENT'S discretion, either obtain said records or provide AGENT with the written authority to obtain said records on the ASSOCIATION'S behalf.

COLLECTIONS

2.0 AGENT shall facilitate the development of an **Administrative Policy** entitled the "Uniform Assessment Collection Policy." This Collection Policy shall endeavor to comply with all provisions of the **Governing Documents,** together with compliance with State and Federal laws, and shall be based on a reasonable standard of fairness and equity among the **Owners**. Upon approval by the ASSOCIATION and a review of the Collection Policy by the ASSOCIATION, **Attorney of Record,** or other third-party collection agency or firm for the ASSOCIATION, AGENT shall implement the terms and provisions of the Collection Policy as prescribed**.** As provided for under the Collection Policy, the AGENT shall consolidate its data with that of any third-party collection agency or law firm to provide the ASSOCIATION with a comprehensive monthly report detailing all collection activities which occurred during the previous monthly period.

2.1 At a time required by the Collection Policy, AGENT shall assess interest, late fees, and/or other penalties to the **Owner** account statements as defined and required by the **Governing Documents** and the above Collection Policy for the ASSOCIATION and mail notices of such actions to the last known address of each delinquent **Owner.** AGENT shall charge a fee defined in Exhibit B incorporated herein for each such notice to the ASSOCIATION and post the same to the individual **Owner** account.

2.2 If at any time the ASSOCIATION, in its sole and unfettered discretion, elects to engage the services of any third-party entity to perform any or all of the services defined by sections 2.1 defined herein and for the imposition of any other collection remedy available to the ASSOCIATION, AGENT shall act as liaison between the subject third-party entity and ASSOCIATION, including the initial transfer of all required Owner data and collection information to said third-party, ongoing communication between the ASSOCIATION and the third-party, and coordination of periodic status reporting between the third-party and the ASSOCIATION. Immediately upon such transfer, AGENT shall cease any and all communication whatsoever with the subject **Owner** regarding any matter relating to the subject Owner account. AGENT shall charge a file transfer fee defined in Exhibit B incorporated herein for each such transfer to a third-party. ASSOCIATION hereby agrees that said file transfer fee shall be charged to the ASSOCIATION if no collection agreement exists between the AGENT and the chosen third-party collection agency or law firm. In all cases, the file transfer fee shall be levied against the subject Owner.

2.3 AGENT shall act as liaison between the ASSOCIATION and any **Owner** who has executed an approved re-payment stipulation for any outstanding delinquency. AGENT shall charge a fee defined in

Exhibit B incorporated herein for each such payment stipulation to the ASSOCIATION and post the same to the individual **Owner** account.

2.4 AGENT shall charge a fee of twenty-five dollars ($25.00) for each check or electronic transaction returned by ASSOCIATION'S bank for any reason, including insufficient funds or closed accounts, to offset the administrative costs of processing such check or electronic transaction.

REGISTERED AGENT

3.0 The Association Attorney shall serve as the Registered Agent.

3.1 AGENT shall, at such times required by the Florida Secretary of State Division of Corporations (hereinafter referred to as the "Division"), compile all necessary information and file a Uniform Business Report with the Division. The costs and fees associated with such report shall be paid directly to the Division by the ASSOCIATION. Additionally, AGENT shall, at times deemed necessary by the Board of Directors, file the necessary Division reports in order to notify the Division of Board member changes, registered agent changes, mailing address changes, officer changes, or any other change or update relative to information found on the Uniform Business Report.

COMMUNITY ASSOCIATION MANAGEMENT

4.0 AGENT shall prepare and distribute and/or post all official meeting notices, including Board meetings, special Board and/or membership meetings, and annual membership meetings as provided by the **Governing Documents** and as required by applicable Florida Statutes. AGENT shall be available to attend such meetings no more than twelve (12) times each year between the hours of 8:00am and 8:00pm Monday through Friday. AGENT shall charge an hourly fee defined in Exhibit B incorporated herein for attendance at all meetings beyond the aforementioned limits herein.

4.1 AGENT shall transcribe and type the minutes of all meetings at which AGENT is in attendance. ASSOCIATION hereby agrees to supply an audible tape recording of any meetings which AGENT is not in attendance. AGENT shall transcribe such tape recordings into typewritten format and permanently destroy the original media within fourteen (14) days of the meeting date.

4.2 AGENT shall designate one (1) Community Association Manager, at AGENT'S expense, to manage the affairs of the ASSOCIATION. This manager shall serve as the primary liaison between ASSOCIATION and AGENT. Said Community Association Manager shall be licensed to provide Community Association Management services as defined by Chapter 468 Florida Statutes.

4.3 AGENT shall provide a part time (20 hours per week) onsite supervisor, at AGENTS expense to assist in management of the Association. AGENT shall maintain and continually update a monthly report which tracks action items, special projects, covenant enforcement matters, and/or other pending matters which define the task, the responsible party, and most recent status. See Exhibit D included herein identifying the scope of this position.

4.4 AGENT shall ensure that all ASSOCIATION insurance policies are maintained in full force and effect at all times. These policies shall include Property and Casualty, Directors and Officers, Commercial General Liability, Crime and Fidelity, or other such coverage required by the **Governing**

Documents or Florida Statutes. AGENT shall assist in the procurement of quotes, where appropriate, and submit the same for approval by the ASSOCIATION before the expiration and/or cancellation of any current insurance policies. All costs arising out the purchase of ASSOCIATION insurance policies shall be that of the ASSOCIATION.

4.5 AGENT shall assist in the filing of monetary insurance property claims with the appropriate insurance carrier(s) for losses or damages to the common property of the ASSOCIATION, including procuring repair or reconstruction estimates and serving as liaison between ASSOCIATION and all relevant parties including insurance carrier adjustors, public adjustors, contractors, law firms or attorneys, government officials, and other parties. AGENT shall charge a percentage-based fee or negotiated rate for each such claim to the ASSOCIATION. In no event shall such AGENT assistance be construed as legal advice or opinion or as a replacement or substitute for competent legal counsel.

4.6 AGENT shall assist in the filing or defense of all non-monetary claims including claims, whether such claims are covered by Directors and Officers and General Liability policies or otherwise. AGENT shall charge an hourly fee defined in Exhibit B incorporated herein for each such claim to the ASSOCIATION. In no event shall such AGENT assistance be construed as legal advice or opinion or as a replacement for competent legal counsel.

4.7 AGENT shall facilitate the development and submittal to the ASSOCIATION for approval an **Administrative Policy** entitled the **Rules & Regulations** which shall endeavor to comply with the provisions of the **Governing Documents** and State and Federal laws and be based on a reasonable standard of fairness and equity among the **Owners.** Upon approval by the ASSOCIATION, AGENT shall execute the terms and provisions of the Covenant Policy and provide the ASSOCIATION with a comprehensive monthly report detailing all enforcement activities occurring during the previous month. Said Covenant Policy shall require AGENT to mail no more than three (3) notices to any subject **Owner** deemed to be causing or permitting to exist an infraction of the **Governing Documents.** It is expressly understood by both parties that any actions, including the filing of any suits or the preparation and issuance of any notices, taken during the execution of the Covenant Policy of the ASSOCIATION are performed on behalf of the ASSOCIATION and not in the name of the AGENT.

4.8 At a time deemed appropriate either by Board direction or as required by the terms of the Covenant Policy, AGENT shall forward all necessary infraction and member information to the **Attorney of Record** for ASSOCIATION for legal action, including but not limited to, the filing of a lawsuit in a court of competent jurisdiction. AGENT will act as liaison for all correspondence between the **Attorney of Record** and ASSOCIATION.

4.9 If the ASSOCIATION has duly appointed a Committee of Owners to consider the imposition of punitive fines to Owners for infractions of the **Governing Documents** in accordance with Chapter 720 Florida Statutes, the AGENT shall (1) notify the subject Owner in writing of any hearings and/or fines levied, (2) provide to the Committee, on a frequency no more often than monthly, the necessary information in order for the Committee to render a decision regarding the imposition of punitive fines, and (3) post all fines to the account of subject Owners.

4.10 AGENT shall receive and process, in accordance with reasonable policies or protocols set forth by the Architectural Review Committee, the Board of Directors or any other authorized Committee (hereinafter referred to as “Architectural Committee”) all applications for architectural modification

submitted by Owners. AGENT shall (1) inspect all applications for compliance with any advance content or data requirements set forth by the Architectural Committee, (2) notify each Owner, in writing and within thirty (30) days, of the Architectural Committee's decision relative to the subject application, (3) store all relevant content and data regarding the application among the official records of the ASSOCIATION.

4.11 AGENT shall oversee the performance of all third-party vendor contracts to which the ASSOCIATION is a party, maintain copies of all current and expired and/or terminated contracts, and maintain a schedule of expiration of such contracts at all times. ASSOCIATION hereby recognizes that the AGENT will utilize industry best practices, the experience of its employees, feedback from Owners and the Board of Directors, maintenance schedules, visual inspections, and other common and ordinary strategies to subjectively measure the performance of all vendors and contractors. ASSOCIATION hereby acknowledges that AGENT does not possess expertise relative to the technical elements of any such contract, the performance of which would require licensing of any type or by any governmental agency under applicable Florida Statutes.

4.12 AGENT shall assist the Board of Directors with the preparation of uniform scopes of work or services relative to any ASSOCIATION vendor contract and utilize such scope for bidding purposes. AGENT shall at all times maintain and arms-length relationship with such vendors offering products or services to the ASSOCIATION. AGENT shall oversee, unless otherwise directed by the Board of Directors, the solicitation of proposals for all ASSOCIATION contracts and shall submit all proposals received to the Board of Directors for consideration and discussion. AGENT shall not charge a fee for the oversight of any ordinary ongoing contracts of the ASSOCIATION. However, AGENT shall charge a fee, described in Exhibit B incorporated herein, for the oversight and/or supervision of any special or unusual projects, including any capital improvements, major maintenance, common element replacements, or major renovation projects totaling over $10,000.

4.13 If directed by the ASSOCIATION, AGENT shall recommend to the Board an **Administrative Policy** entitled the **Uniform Association Investment Policy** (the "Investment Policy") which, once duly approved by written resolution of the ASSOCIATION, shall govern the purchase, management, and accounting of investment vehicles for ASSOCIATION funds. Said Investment Policy shall endeavor to ensure the safety and liquidity of such funds as its primary principle, rather than the total yield.

COMMUNICATION

5.0 AGENT shall maintain a roster of all **Owners** as defined by the **Governing Documents.** Said roster shall include the physical address, mailing address, lot number, and telephone and e-mail addresses if so provided by the **Owners**. ASSOCIATION hereby understands and agrees that the Owner name shall be that of the record title owner as reflected in the public records of the County in which the ASSOCIATAON is located and said name information shall not be changed in the records of the AGENT without such information also being changed in the public records.

5.1 AGENT shall serve as custodian for all of the official records of the ASSOCIATION including minutes, contracts to which the ASSOCIATION was or is a party, insurance policies, correspondence, financial records and any other records which the ASSOCIATION is required to maintain pursuant to Florida Statutes and the **Governing Documents**. AGENT shall serve as the repository for all such records up until the time that the statutory obligation to maintain such records expires. In the event that the ASSOCIATION determines that it desires to maintain such records beyond any legal or statutory limits,

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AGENT shall arrange for the proper packaging and storage of such records in a location of AGENT'S choice.

5.2 AGENT shall facilitate the creation, posting, and routine management of a community-specific internet website dedicated exclusively to the ASSOCIATION. Such website shall include password protected sections that offer **Owner** access to online viewing of **Owner** accounts balances. Other options include the ability to pay assessments online or set up recurring payments, register complaints, submit service requests, and to download necessary forms and applications. All costs incurred out of the creation, routine maintenance, and updating of the website will be that of the AGENT. The content of such website shall be at the discretion of the ASSOCIATION, except that any proprietary, intellectual property or information of the AGENT may be blocked by the AGENT at its sole and unfettered discretion.

5.3 AGENT shall maintain in working order a voice messaging system, an electronic mail delivery system, and an online venue for any communication services. AGENT shall endeavor at all times to respond within one (1) business day to any communication directed to it by **Owners** or the ASSOCIATION representative. AGENT'S failure to respond within the time set forth in this section shall not be considered a default under this Agreement. AGENT shall further maintain in proper working order an after-business-hours messaging system for use in contacting AGENT for bona-fide emergency matters which relate to the affairs of the ASSOCIATION. Real or perceived threats to the health safety, and welfare of the Owners and/or the Common Property shall first be directed to municipal public safety service such as 911.

CLOSINGS

6.0 Upon request or notification by a closing agent or attorney, and after any required ASSOCIATION approvals, AGENT shall prepare an estoppel certificate reflecting any and all **Owner** account balances, and any other information required by Chapter 718 Florida Statutes, which are to be collected at closing of the property. These shall include those balances arising from regular and special assessments, late fees, legal fees, penalties, transfer fees and certificate fees arising out of this Agreement, or other charges. Said certificate shall also include the amount of any regular or special assessments currently in place and, if the ASSOCIATION so desires, a provision which directs the prospective purchaser to ASSOCIATION informational resources. AGENT shall fulfill the terms of this clause using the method of its choice including service entities unrelated or related to AGENT. All fees related to the production of said certificate shall be paid by the requestor. AGENT shall charge a Transfer Fee for each successful closing, to be paid at closing, notice of which shall be included in the aforementioned estoppel certificate, to defray the costs associated with the transfer of all data in the Owner roster and among the official records of the ASSOCIATION.

6.1 Once the property has been conveyed and the closing agent or attorney has remitted the appropriate instrument of title ownership, or a legible copy thereof, along with any dollar amounts due, AGENT shall deposit all sums collected to the individual **Owner's** account. AGENT shall then update said account with the accurate ownership information exactly as reflected on the instrument of title ownership.

6.2 AGENT shall forward to the updated **Owner** a **New Owner Information Package** containing any information or documents that the ASSOCIATION desires, including payment instruments as set forth in

section 1.1 herein. The costs for reproduction and added postage for any such additional materials included shall be that of the ASSOCIATION.

6.3 If the **Governing Documents** provide that prospective purchasers or lessees must be approved by the ASSOCIATION prior to the completion of such conveyance or lease, AGENT, upon reasonable request, shall provide all appropriate notices and applications to such prospective purchasers and lessees. AGENT shall also receive completed applications and forward same to the ASSOCIATION for review and approval. AGENT shall, at ASSOCIATION'S cost, administer any screening services of prospective purchasers or lessees, including criminal record searches and credit reports. In addition to any associated costs for such screening, AGENT shall charge a fee defined in Exhibit B incorporated herein for each such application to the ASSOCIATION

EXHIBIT B

Item	Cost	Billed To	Frequency	Notes
Management				
Base Management Fee	$6,970.00	Association	Monthly	Includes 1 20Hr/Wk Supervisor
Management outside of scope (Exhibit A)	$150.00/Hr	Association	Monthly	Ex: Mediations, Legal proceedings, etc.
Administrative				
Complete letter processing	.85/ea	Association	Monthly	Includes 2 enclosures/postage/label
Postage	Actual Cost	Association	Monthly	
Certified Mail	$3.00/ea	Association	Monthly	plus actual postage cost
Photocopies/fax (no color)	.25/ea	Association	Monthly	
Photocopies/fax (color)	.40/ea	Association	Monthly	
Annual 1099 processing	$25.00/ea	Association	Annually	
Records Storage/Shredding	$2.00 per box	Association	Monthly	standard bankers box
Violation Letters	$25.00	Homeowner	Monthly	
Collections				
Late Letter	$10.00	Homeowner	Per Occurrence	
Notice of Late Assessment Letter	$40.00	Homeowner	Per Occurrence	Certified including Postage Costs
Third party referral fee	$250.00	Homeowner	Per Occurrence	
NSF Charge	$25.00	Homeowner	Per Occurrence	
Closings/Resales				
Estoppel certificate	$299.00	Homeowner	Per Occurrence	Per FS 718
Transfer Fee	$200.00	Homeowner	Per Occurrence	Billed at closing

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Tomoka PM Representative initials_____

EXHIBIT C

Items the Association will provide to the Agent

- All prior years accounting records/collection records
- All owner records including ARB/Violation correspondence and forms
- All audited and unaudited current financial statements, books and records of the Associations
- All book statements for all accounts of the Association
- Copies of all contracts and/or agreements to which the Association is a party
- Copies of all minutes, resolutions and other official actions of the Association
- Copies of recorded CC&Rs, Articles of Incorporation, By-Laws, Policies, Community, Rules, Amendments, plats (including addresses) and other governing documents
- Surveys, plans and specifications and all permits and approvals with respect to the Association Property or information as to where such can be viewed

EXHIBIT D

1. 20 Hour Per Week Manager
2. Inspect entire property twice daily
3. Assist Pest Control with unit access
4. Inventory/ Organize entry codes/keys
5. Follow- up on vendor tasks
6. Act as first contact for new owners
7. Research all missing owner address/contact information
8. Aide owners in their accounts and questions
9. Responsible for all parking permit distribution/tracking
10. Answer calls and emails
11. Posting of all meeting notices on property

October 27, 2023

Nathan Wade
Tomoka Property Management Company, INC
4777 Clyde Morris Blvd
Port Orange, FL 32129

Re:
DAYTONA BEACH RESORT AND CONFERENCE CENTER
CONDOMINIUM ASSOCIATION, INC.

Dear Mr. Wade,

Pursuant to FL Statute 718.111 (12)(c)1. I am requesting that you provide me copies of the following documents that are required to be kept on behalf of the Daytona Beach Resort and Conference Center Condo Association.

1. Copies of all minutes of of any meeting in which a special assessment on the members of the Condominium Association was discussed or levied. This request is particularly for meetings that have occurred since control of the Association was turned over from the Developer.
2. Copies of the minutes of all Board of Director Meetings that occurred during the following years 2020, 2021, 2022 .and 2023
3. Copies of any audit of Association funds, accounts and ledgers for the following years, 2021 and 2022.

As I'm sure that you are aware that as a member of the Daytona Beach Resort and Conference Center Condominium Association , I have the right to request the above documents.

If there is a reasonable cost for the reproduction of these documents, Please let me know.

The documents can be sent to David Marquis
3752 Paige Street
Port Orange FL, 32129

Sincerely,

David Marquis
Capital Productions LLC
Owner Unit 116

EXHIBIT "D" TO
COMPLAINT FOR INJUNCTIVR RELIEF
AND OTHER RELIEF

6/2/2023

Dear Daytona Beach Resort Owner,

The Board of Directors approved Special Assessments at the 6/1/2023 meeting totaling $8,755.00 due 7/1/2023 (see meeting agenda and assessment breakdown below). Please use the attached coupon to provide payment.

Please note: If you are set up for payments via ACH through Tomoka PM, we will collect the Special Assessment amount in this manner. Please disregard the payment coupon as a separate payment will not need to be sent.

DAYTONA BEACH RESORT AND CONFERENCE CENTER CONDOMINIUM ASSOCIATION, INC.'S NOTICE OF SPECIAL ASSESSMENT AND AGENDA FOR BOARD MEETING

NOTICE IS HEREBY GIVEN in accordance with Daytona Beach Resort and Conference Center Condominium Association, Inc.'s ("Association") By-Laws that a **Board Meeting will be held on Thursday, June 1, 2023 at 7:00pm via ZOOM:**

https://us06web.zoom.us/j/81000989344?pwd=djBaSnh2dVFoOFdWRFhoYmF0TkNVUT09
Meeting ID: 810 0098 9344
Passcode: 074224
One tap mobile
305.224.1968

The purpose of the meeting is to discuss a special assessment, and to conduct a Board vote to approve such assessment:

- **for the purpose of Parking expenses. The estimated costs associated with these measures is $52,500.00. Each unit owner will be responsible for a share of these estimated expenses in the amount of $170.00;**
- **for the purpose of Indoor pool repairs. The estimated costs associated with these measures is $40,000.00. Each unit owner will be responsible for a share of these estimated expenses in the amount of $130.00;**
- **for the purpose of North pool repairs. The estimated costs associated with these measures is $75,000.00. Each unit owner will be responsible for a share of these estimated expenses in the amount of $250.00;**
- **for the purpose of Temporary Roof Repairs. The estimated costs associated with these measures is $155,000.00. Each unit owner will be responsible for a share of these estimated expenses in the amount of $490.00;**
- **for the purpose of Balcony repairs. The estimated costs associated with these measures is**

$90,000.00. Each unit owner will be responsible for a share of these estimated expenses in the amount of $290.00;

- **for the purpose of Doors & Window Repairs. The estimated costs associated with these measures is $50,000.00. Each unit owner will be responsible for a share of these estimated expenses in the amount of $160.00;**
- **for the purpose of Front Desk Services. The estimated costs associated with these measures is $120,000.00. Each unit owner will be responsible for a share of these estimated expenses in the amount of $320.00.**
- **for the purpose of Insurance Premium Shortfall. The estimated costs associated with these measures is $205,000.00. Each unit owner will be responsible for a share of these estimated expenses in the amount of $645.00.**
- **for the purpose of Sea Wall Repairs. The estimated costs associated with these measures is $2,000,000.00. Each unit owner will be responsible for a share of these estimated expenses in the amount of $6,300.00.**

This is only an estimate and may be modified at the time of the meeting, or upon other terms to be established at the meeting. The Association reserves the right to reallocate these amounts to address potential issues, change orders, changing market conditions, etc. If the special assessment is passed as presented, it will be levied pursuant to a resolution adopted at the meeting.

1. Call to Order;
2. Establishment of a Quorum;
3. Proof of Notice of the Meeting or Waiver of Notice;
4. Reading or Waiver of Prior Board Meeting Minutes;
5. Approval of Prior Board Meeting Minutes;
6. Discuss, Determine and Approve Special Assessment;
7. Legal Updates;
8. Financial Updates;
9. New Business;
10. Adjournment;
11. Q&A and Open Forum.

Please attend the meeting so that you can be informed as to the status of this project, and your questions can be answered.

Sincerely,
The Board of Directors

**Note that this agenda and meeting is subject to change.

AMERICAN ARBITRATION ASSOCIATION
COMMERCIAL ARBITRATION TRIBUNAL

DAYTONA BEACH RESORT AND CONFERENCE CENTER CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation,

Claimant,

v.

DAYTONA BEACH RESORT, LLC, a Florida limited liability company, and DAYTONA BEACH RESORT II, LLC, a Florida limited liability company,

Respondents.
_____/

Case No.: 01-20-0019-3759

CLAIMANT'S VERIFIED MOTION FOR PARTIAL SUMMARY JUDGMENT REGARDING DEVELOPER'S SOLE RESPONSIBILITY FOR EXPENSES OF ITS SEAWALL AND SWIMMING POOLS

Claimant Daytona Beach Resort and Conference Center Condominium Association, Inc. (the "Association") respectfully requests partial summary judgment declaring that Respondent Daytona Beach Resort, LLC (the "Developer") alone is responsible for all repair and other expenses of its seawall and indoor and outdoor swimming pools, and in support states as follows:

INTRODUCTION

The Developer has shut down amenities as another tactic to force the Association to pay substantial expenses for which the Developer alone is responsible. Such expenses include those of repairing the Developer's seawall and those relating to the Developer's indoor and outdoor swimming pools. The Developer's refusal to honor its obligations regarding its retained areas and improper closure of easement areas unreasonably interfere with the exercise of easement rights and breach the Easement Agreement. The Association seeks partial summary judgment declaring the Developer's sole responsibility for such expenses.

EXHIBIT "F" TO
COMPLAINT FOR INJUNCTIVR RELIEF
AND OTHER RELIEF

BACKGROUND

1. The Property is protected against ocean tides by a vertical concrete seawall.

2. The seawall was damaged by Hurricane Ian in September 2022. The Developer did not make any repairs before Hurricane Nicole caused further damage in approximately November 2022. The hurricane damage has compromised the integrity of the seawall. Below are images reflecting some of the seawall damage:





3. The Developer refuses to repair the seawall at its expense. Rather, the Developer has demanded the Association execute and pay the full cost of a proposal for repairs to the seawall among other others with a contractor, GC Contractor Services, LLC (the "Seawall Contractor"). A copy of the Seawall Contractor's proposal (the "Seawall Proposal") is attached as **Exhibit A**. It reflects an estimated cost of more than $1.5 million with an initial deposit of more than $500,000.

4. The hurricanes also caused damage to swimming pools at the Property. There are three (3) outdoor swimming pools and one (1) indoor swimming pool. Each is an easement area.[1]

[1] *See* 2019-20 AAA Award, p. 6.

The swimming pool located inside of the building will be referred to as the "Indoor Swimming Pool." The northernmost of the three outdoor swimming pools (the "Outdoor Swimming Pools") will be referred to as the "North Pool." The one immediately to the south of it will be referred to as the "South Pool." The small third outdoor swimming pool for children will be referred to as the "Kiddie Pool."

5. Below is a Google Earth image reflecting the condition of the Outdoor Swimming Pools before the 2022 hurricane damage:



6. Below is aa Google Earth image reflecting the condition of the Outdoor Swimming Pools as of April 2023:



7. After the hurricanes, the Developer closed the Outdoor Swimming Pools. It announced that, for safety reasons, it would not reopen the South Pool and Kiddie Pool until the seawall is permanently repaired. It has never reopened them. The Developer had closed the Indoor Pool for other reasons. The Developer temporarily reopened North Pool and the Indoor Pool but has closed them again.

8. The Developer has conditioned reopening of the swimming pools upon the Association (a) executing the Seawall Proposal and funding all seawall repairs, and (b) paying various categories of expenses of the Developer's swimming pools. The Developer has been vague about specific other financial conditions for reopening all of the swimming pools.

9. The Developer recently informed the Association that **the Developer intends to shut down all operations at the Property on August 10, 2023**, except to the extent required by this tribunal's interim award regarding access and front desk services.

ANALYSIS

A. The Developer Is Solely Responsible for Seawall Expenses.

10. When the Developer formed the Condominium, it reserved for itself "the land and air space not submitted to the Condominium, including the subsurface underlying the Condominium Property . . ."[2] However, it granted related support rights to Easement Holders. Section 3(c) of the Easement Agreement specifically affords them "[a]n easement of subjacent and lateral support in every portion of the Retained Property and building underlying the Condominium Property and the air space located in proposed future Phases which contributes to the support of the Condominium Property."

11. Sections 8 and 9(d) of the Easement Agreement outline limited responsibilities of the Association for portions of expenses of limited areas of Developer-retained property that include only some of the easement areas.

12. Regarding the parties' relative obligations for Property expenses, the 2019-20 AAA Award explained as follows:

> Pursuant to Section 9 of the Easement Agreement and in consideration for the right to use recreational and other commonly used facilities, the Association is required to pay the Developer the following expenses: . . .

[2] Easement Agreement, p. 1.

> d. Ninety (90%) percent of all expenses incurred in the maintenance, management, repair and operation of the main lobby, pool deck area, front entrance and driveway area, and front entrance building facade, which expenses include the furniture and furnishings therein, the floor, ceiling and equipment associated therewith, including all glass fixtures and including labor expenses, including Federal and State employee and employer taxes associated therewith, and all other expenses related to the use, maintenance and upkeep of such areas including reasonable reserves for replacement; but
>
> e. Notwithstanding the foregoing, the Developer remained responsible for the remainder of the expenses not borne by the Association and remained responsible, directly or indirectly, for all expenses for management, upkeep, repair and replacement of the Retained Property not included within the Recreational Other Commonly Used Facilities designated for use by owner. [3]
>
> ***
>
> The Association is correct that, generally speaking, it is not responsible for payment of maintenance, repair, management, or operation expenses other than those set forth in Sections 8 and 9(d) of the Easement Agreement. For example and barring the parties coming to agreement on payment of certain services, the Association is not responsible for expenses for front desk staff, on-site or off-site manager, hotel consultant, and marketing or advertising efforts at the Property.[4]

13. This tribunal similarly recognized in the recent Partial Award that "[t]he Easement Agreement specifically allocates responsibility for the upkeep of the Retained Property, with a general 'catch-all' provision in subparagraph 9.d. that the Developer is responsible for all costs and expenses of upkeep other than as specifically allocated to the Association."[5]

14. The Partial Award also reflects that the Developer is solely responsible for structural components of its retained property.[6]

15. A seawall is a "a vertical structure built along a portion of a coast, retaining earth

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[3] *See* 2019-20 AAA Award, pp. 4-5 (emphasis added).

[4] *Id.* at p. 19 (emphasis added).

[5] *See Partial Award Granting In Part And Denying In Part Claimant's Motion For Partial Summary Judgment On Responsibility For Repairs To Garage And Elevators*, p. 3.

[6] *See id.*, p. 5.

against its landward face and designed to prevent erosion and other damage by wave action."[7]

16. The Developer's seawall is a structural component of Developer-retained property that provides support to the entire Property.

17. Neither Section 8 nor Section 9(d) reference upkeep of the Developer's seawall.

18. There is no ambiguity in the Easement Agreement as to the absence of Association responsibility to pay expenses to repair the Developer's seawall. As a result, the Developer is solely responsible for such expenses.

19. The Developer's refusal to discharge its obligation to repair its seawall at its sole expense, and the Developer's related swimming pool closures, harm Easement Holders by preventing them from being able to use and enjoy the easement areas and by adversely affecting the ability of condominium unit owners to rent out their transient-occupancy-only units.

20. For the foregoing reasons, this tribunal should enter a final award declaring that the Developer is obligated to repair the Property's seawall at its sole expense and that the Developer cannot condition reopening the swimming pools or any other easement areas upon the Association agreeing to pay for such expense.

B. The Developer Is Solely Responsible for Swimming Pool Expenses.

21. The Developer also refuses to reopen any of the indoor and outdoor swimming pools unless the Association pays all expenses specific to the swimming pools.

22. Neither Section 8 nor 9(d) of the Easement Agreement impose responsibility upon the Association for expenses unique to the Developer's indoor or outdoor swimming pools, as opposed to expenses of the surrounding areas. As a result, the Developer is solely responsible for

[7] Fla. Admin. Code Ann. 18-20.003(61); *see* Volusia County, Fla. Code of Ordinances, Chap. 20, Art. I, Sec. 20-1 ("Seawall means a structure separating land from water areas, primarily designed to prevent upland erosion and other damage as a result of wave action. A seawall is a form of rigid armoring.").

all such expenses.

23. The Developer's refusal to discharge its obligations regarding the Indoor Swimming Pool and the Outdoor Swimming Pool, and the Developer's related swimming pool closures, harm Easement Holders by preventing them from being able to access, use and enjoy the easement areas and by adversely affecting the ability of owners to rent out their units.

24. The Developer might unconvincingly try to argue that every expense of its Outdoor Swimming Pools falls within the scope of Section 9(d) of the Easement Agreement. They do not. As this tribunal is aware, that section provides for the Association to be responsible for 90% of specific categories of expenses ("maintenance, management, repair and operation") of the following specific limited easement areas: (1) the "main lobby"; (2) the "pool deck area"; (3) the "front entrance and driveway area"; and (4) the "front entrance building facade." Indoor and outdoor swimming pools are not listed, in contrast to the surrounding deck area.

25. The Developer has previously tried but failed to exaggerate the scope of Section 9(d). In the 2019-20 AAA Case, the Developer sought to justify forcing the Association to absorb hundreds of thousands of dollars of annual Developer overhead expenses by arguing for an unreasonably expansive definition of the term "main lobby" as used in Section 9(d). The prior arbitrator rejected that argument and related overhead expense charges, explaining as follows:

> A good amount of dispute, however, exists between the parties on what constitutes the "main lobby" of the Property as set forth in Section 9 of the Easement Agreement. Webster's defines a "lobby" as "a corridor or hall connected with a larger room or series of rooms and used as a passageway or waiting room such as ... a large hall serving as a foyer (as of a hotel or theater)."
>
> The evidence at the Final Hearing indicated there is one large hall when one enters the Property which contains a waiting area and a check-in desk, joined by a corridor that leads to various other rooms and areas of the Property. In other words, this area serves as a foyer for the Property and operates as a "main lobby." Under the clear dictates of the Easement Agreement, only expenses for the "maintenance, management, repair and operation of the main lobby" can be charged to the Association. Developer failed to prove how many of the charges attributed to the

> "main lobby" could be considered reasonable charges for maintenance, management, and repair. For example, a website does not fall into these categories. And while expenses for a maintaining a front desk or for the Developer's management company might fall into this category, no clear evidence was adduced that Developer properly apportioned a reasonable cost of front desk services of management to the main lobby as opposed to the portions of running a large, complex hotel and mixed-use resort.

26. The Developer similarly might try here to exaggerate the scope of the term "pool deck area" as used in Section 9(d), by arguing that it includes each of the Developer's Outdoor Swimming Pools. Such effort would be unavailing. The meaning of any contract term must be determined in context based on consideration of the instrument as a whole.[8] Language elsewhere in the Easement Agreement supports the conclusion that expenses of swimming pools are distinct from expenses of the "pool deck area" as such term is used in the Easement Agreement. Section 12 of the Easement Agreement addresses rights and responsibilities of the parties during a construction period. It provides in part as follows:

> It is further understood and agreed that during any period of construction, improvements or expansion of the Property, the Developer may temporarily suspend use of the Recreational and Other Commonly Used Facilities and such use shall be restored upon the completion of any improvements constructed upon the Property. During any period of temporary suspension, all fees due from the Association to the Developer shall be likewise suspended except with respect to the payment of the Association's pro rata share of real estate taxes and insurance and except to the extent that portions of the Recreational and Other Commonly Used Facilities continue to be available for use by the Association and its members.
>
> Notwithstanding the ability of the Developer to temporarily suspend the use by the Association and its members of the Recreational and Other Commonly Used Facilities and except during such period of suspension, the Developer shall at all times throughout the term of this Agreement **maintain a swimming pool and pool**

[8] "The intention of the parties with respect to any feature of the contract must be determined from an examination of the whole contract." *State of Fla. for Use & Benefit of Westinghouse Elec. Supply Co. v. Wesley Const. Co.*, 316 F. Supp. 490, 495 (S.D. Fla. 1970) (citations omitted). "Courts are not to isolate a single term or group of words and read that part in isolation; the goal is to arrive at a reasonable interpretation of the text of the entire agreement to accomplish its stated meaning and purpose." *Delissio v. Delissio*, 821 So. 2d 350, 353 (Fla. 1st DCA 2002).

EXHIBIT "AF TO
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> **deck area** of a quality substantially similar to that existing as of the date hereof for use by the Association and all of its members on the Property…[9]

27. The language of Section 12 highlighted above confirms that the meaning of the term "pool deck area" as used in the Easement Agreement refers only to the area surrounding Outdoor Swimming Pools and necessarily excludes swimming pools themselves. This conclusion is supported by the rule that, when interpreting an agreement, "no word or part of an agreement is to be treated as a redundancy or surplusage if any meaning, reasonable and consistent with other parts, can be given to it."[10] It is unreasonable to interpret expenses of the "pool deck area" as used in the Easement Agreement to include expenses of swimming pools themselves because doing so would render the swimming pool reference in section 12 meaningless surplusage. As a result, and attempt by the Developer to rely upon Section 9(d) is misplaced.

28. The 2019-20 AAA Award also supports rejection of any such argument by the Developer about swimming pool expenses. In that award, the prior arbitrator listed certain distinct portions of the Developer-retained property that are the subject of easement rights granted by the Developer. The award provides in relevant part as follows:

> The Retained Area includes all of the Property except the condominium units and some of the corridors. A small portion of the Retained Area was retained exclusively for use by the hotel operation including the meeting spaces, the kitchen, the restaurant, the bars, and the offices. These items are included in the $3.5 million budget for the hotel's operations and not included in the Association's budget. The rest of the Retained Area under the Easement Agreement includes the **three outdoor pools**, **pool deck area**, beach access ramp, indoor pool and hot tubs, front lobby, common area bathrooms, fitness center, sauna, front desk, exterior entry and parking garage that owners have access to. These areas are used both by owners in

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[9] *See* Easement Agreement, Sec. 12, p. 7 (emphasis added).

[10] *Royal Am. Realty, Inc. v. Bank of Palm Beach & Tr. Co*., 215 So. 2d 336, 338 (Fla. 4th DCA 1968); *see Moore v. State Farm Mut. Auto. Ins. Co.*, 916 So. 2d 871, 877 (Fla. 2d DCA 2005) ("We will not interpret a contract in such a way as to render provisions meaningless when there is a reasonable interpretation that does not do so."); *Inter-Active Services, Inc. v. Heathrow Master Ass'n, Inc.*, 721 So. 2d 433, 435 (Fla. 5th DCA 1998) ("[w]here the contract is susceptible to an interpretation that gives effect to all of its provisions, the court should select that interpretation over an alternative interpretation that relies on negation of some of the contractual provisions.").

> the Condominium as well as guests of the Developer who rent rooms from the Developer through the Developer's rental program for those units it did not sell.[11]

29. Significantly, the prior arbitrator identified the "three outdoor pools" as easement areas distinct from the "pool deck area." Any argument by the Developer that Outdoor Swimming Pools expenses are necessarily expenses of the "pool deck area" as such term is used in the Easement Agreement would also improperly render language of the 2019-20 AAA Award meaningless surplusage. It should be rejected for that reason as well.

30. For the foregoing reasons, this tribunal should enter a final award declaring that the Developer is solely responsible for the expenses of its indoor and outdoor swimming pools and that the Developer cannot condition reopening of the swimming pools or any other easement areas upon the Association agreeing to pay such expenses.

WHEREFORE, the Association respectfully requests entry of a partial award:

A. Declaring that the Developer is responsible to repair the Property's seawall at the Developer's sole expense;

B. Declaring that the Developer is solely responsible for the expenses of its indoor and outdoor swimming pools;

C. Declaring that the Developer has no right to keep closed or otherwise condition access, use, or enjoyment of indoor and outdoor swimming pools or any other easement areas upon the Association agreeing to pay all or any portion of the expenses of the Developer's seawall and/or indoor and outdoor swimming pools; and

D. Granting such other and further relief as might be just and proper.

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[11] *See* 2019-20 AAA Award, p. 6 (emphasis added).

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been furnished via email delivery under the direct exchange program to the Counsel for the Developer/Respondent, Brent D. Kimball, Esquire, Greenspoon Marder, P.A., 201 East Pine Street, Suite 500, Orlando, FL 32801, Brent.Kimball@gmlaw.com and Tami.Austin@gmlaw.com, on this 9th day of August, 2023.

FRANK, WEINBERG & BLACK, P.L.
Attorneys for the Association/Claimant
1875 N.W. Corporate Boulevard, Ste. 100
Boca Raton, FL 33431
(561) 989-0700 (Telephone)
(954) 474-8000 (Facsimile)
dnstern@fwblaw.net

/s/ David N. Stern
David N. Stern, Esq.
Florida Bar No. 040398

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Contractor Services, LLC

General Contractor and Restoration Specialist

Responsible Owner(s)
2700 N Atlantic Ave
Daytona Beach, FL 32118-3005

Project Name & Location:
Daytona Beach Resort
2700 N Atlantic Ave
Daytona Beach, FL 32118

Proposal #: GC2232DBR
Date: May 9, 2023; Revised June 27, 2023

Per your request, GC Contractor Services, LLC proposes to complete the scope of work detailed below.
All work and work areas by Contractor Services:

1. Will meet the Florida Building Code requirements as required by the local governing authorities such as the Building and Fire Safety Officials.
2. Will comply with all Federal OSHA safety regulations.
3. Will maintain worker's compensation and required insurance during construction.
4. Work will be performed in compliance with the Engineer of Record's (Charles Adams & Associates PE) Plan dated 13 APR 2023.

Scope for Seawall Replacement:

General Conditions:

Includes all heavy equipment (Crane, Track Loaders, Excavators, Dump Trucks, Water Jetting Systems, Safety Fencing, Port-O-Let, Shoring, Torque Indicator System, and Supervision:

Scope Line Items:

1. Demo parts of existing concrete seawall that need to be demoed and haul away demoed debris using dump trucks. Remove existing railing on cap and retain for reinstallation after new cap is completed.
2. Install 247 – 24 LF wide Seawall Panels: Per S1.0 & S3.0 of the EOR plans, FRP CMI Ultra Composite UC-75 Z-Panels and Corner Panels using crane and water jetting system. (If product is not available in a satisfactory time frame or cost the EOR has specified the UC-80.5 as an equivalent alternative).
3. Install Tiebacks at approximately a 25° Angle from horizontal per EOR Plans: Chance SS150 Helical leads, extensions, Dywidag adapter (square to threaded rod), 1" threaded bar with 5-1/4" bolt circle plate assembly with washer and nut. (All Tieback components are Hot Dipped Galvanized).
4. Set forms for new seawall cap (both sides).
5. Install two 260 LF (520 LF Total) Galvanized C-Channel bars: 1 – c3x4.1 & 1 – c5x6.7, one on each side of wall at cap and through-bolt with 5/8" Galvanized Hex Bolts (not

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threaded rods) with Galvanized nuts starting at 1' from the ends and 2'-0" O.C. and staggered at 1" above and below the C-Channel Centerline (see Plan Detail $\frac{1}{S3.1}$).

6. Install JetFilter™ JS4SS 4" Weep Hole Assemblies per plan.
7. Install half a cubic yard of #57 washed gravel in a pocket lined with weed block fabric about 30"-36" from each weep hole.
8. Install 4" Sch 40 PVC pipe from Weep Hole to gravel pocket (cut a + to make hole).
9. Install beach sand compatible fill sand behind seawall and as you do add more #57 washed gravel and finish wrapping in weed block fabric and tie at top and tie the four flaps around the pipe. Be sure to caulk with silicone around the weep hole connection.
10. Lay in 9 runs of #5 FRP rebar and #3 FRP stirrups and matrix the #5 rebar by tying to the stirrups per EOR Plans.
11. Pour ≥5,500 PSI concrete using pump trucks with min. 25% flyash, let cure.
12. Remove forms.
13. Rub out concrete where needed.
14. Reinstall existing railing and replace unusable or missing sections.
15. Finish fill sand and compact to level with seawall cap.

Allowances:

16. Restore dunes directly in front of seawall per EOR plans and Volusia County Charter Section 50.351a, and plant native species such as Sea Oats and Ice Plants to stabilize..... **Allowance of $50,000.00**
17. Repair of French Drain system and relocating foot and body showers at a location to be suitably far enough away from beach access stairs and agreed upon at a later time. ..... **Allowance $25,000.00**
18. Install Pool Deck lighting to meet NEC Code Compliance..... **Allowance $25,000.00**
19. Clean up the entire work area and haul away all debris.

Total Project Cost:..... $ 1,527,767.22

Total Project Cost includes General Conditions listed above, labor & material.

Important Notes & Conditions:

A) Due to volatile supply chain issues (availability, logistic transportation weaknesses, and significant inflation) GG Contractor Services, LLC reserves the right to add surcharges to cover any material and equipment increases in the scope's costs from the time of the acceptance of this proposal/contract. The surcharges shall only be the actual cost increases with no additional OH/P added.

B) The Owner shall:

a. *Ensure access to the work area by cutting back or moving plants and vehicles that are in the way, moving furniture or appliances that are impeding access and/or inhibiting mobility. If plants can't be moved, the plants shall be covered to protect them, but we cannot guarantee that some plants that are impeding access won't be damaged.*
b. *Provide reasonable access to water supply for cleaning and use with products.*
c. *Provide electrical access (20 Amp and 30 Amp Receptacles) for powering necessary equipment to accomplish the scope without costs.*

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d. Work with GC Contractor Services, LLC to allow dedicated exterior spaces to allow storage trailers so that equipment and some weather impacted materials may be secured daily.

Exclusions:

- Permit Fees and Engineering and Architectural fees.
- Painting.
- Electrical, and HVAC work.
- Concrete Repairs.
- Pool Deck.
- Balconies.
- Surveying or as-builts
- Railing/Fences.
- Removal of any unsuitable, hazardous, or contaminated materials
- Irrigation
- Unit Doors.
- Any Interior Work.

Payment Schedule:

1. Deposit prior to job start - $512,589.07.
2. Upon completion of Z-Panel and TieBack Installation - $512,589.07.
3. Upon pouring the Seawall Cap and Backfill – $354,812.36.
4. Balance of total project cost, any additional change orders, any Time & Material surcharges, any Code Upgrades required by the AHJ, and any fees not included in the total project cost are due by the completion of the scope/project.

Project Schedule:

a. Start within two (2) weeks after on-site delivery of FRP Sheet Piles.
b. Seawall completion including tiebacks installation, weep holes with gravel collectors, will be twelve to fourteen (12-14) weeks after start (a).
c. Seawall Cap completion will be five (5) weeks after Seawall and tiebacks are completed (b).
d. Pool Deck completion will be four to five (4-5) weeks after Seawall Cap Completion (c).
e. Project Completion including final inspections at which point balance is due will be two (2) weeks.

Project Delays:

Delays in work due to any-and-all actions and activities of the property owners/agents that complicate, interrupt or impede the work, governmental agency delays, delays by the Engineer of Record, natural physical events such as floods, hurricanes, wind damage, hail, snow, earthquakes, epidemic or pandemic illnesses, or acts of God shall not be charged against the contracted Project Schedule. Any such delay days shall be added to the Project Schedule to offset such delays.

Change of Scope:

Any changes in the scope from the Engineer or Record, the Owner or Condo Owners Association and their appointed representatives, the Authority having Jurisdiction (Building/Safety Officials), Owner requests for quality upgrades, code upgrades, or any change not already included in the scope., and hidden deficiencies/damages or hidden impediments that are discovered, shall require a change order to be agreed upon to cover those additional costs that are associated with any changes.

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Compensation for other Services:
All additional compensation to GC Contractor Services, LLC shall be based solely on written Change Orders, recommended, and authorized by Owner and/or Owner's Representative. Change Orders for services, as determined by the Owner and/or Owner's Representative are essential for completion of the Scope or Work shall be compensated based on the documented expenses or allowances, as approved by the Owner and/or Owner's Representative.

Other Provisions:
Proof of Worker's Compensation and General Liability Insurances will be maintained. All work shall be completed within the agreed time after receipt of Building Permit, unless extended by Change Order or inclement weather, as approved by the Owner. GC Contractor Services, LLC shall use its best reasonable efforts to enable the normal business activity of Owner. Upon receipt of final payment, GC Contractor Services, LLC shall provide a Final Contractor Affidavit.

Recommend:
Both parties signing this proposal authorizes the work according to the descriptions and terms contained herein; and is a legally binding contract between GC Contractor Services, LLC and Owner and/or Owner's Representative.

_____
Glenn Canfield, Managing Member
GC Contractor Services, LLC

On _____ *this Proposal is Accepted and Authorized by:*

_____ Date: _____
Owner/Representative

_____
Print Name & Title

1519 Ridgewood Ave.
Holly Hill, Florida 32117
☎386-257-6199 386-257-0556
State Certified ◆ CGC 1510220 ◆ CCC1328275 ◆ CPC 1457864

EXHIBIT A

EXHIBIT "F" TO
COMPLAINT FOR INJUNCTIVR RELIEF
AND OTHER RELIEF

VERIFICATION

The undersigned, David Marquis, states as follows:

1. I am a member of the board of directors, and the treasurer, of Daytona Beach Resort and Conference Center Condominium Association, Inc.

2. Under penalties of perjury, I declare that I have read the foregoing *Claimant's Verified Motion For Partial Summary Judgment Regarding Developer's Sole Responsibility For Expenses Of Its Seawall And Swimming Pools* (the "Motion") and that the facts stated in it are true to the best of my knowledge and belief.

David Marquis
Treasurer, Daytona Beach Resort and Conference Center Condominium Association, Inc.
Date: August 9, 2023

EXHIBIT "F" TO
COMPLAINT FOR INJUNCTIVR RELIEF
AND OTHER RELIEF