

ENABLING DECLARATION  
ESTABLISHING A PLAN FOR  
CONDOMINIUM OWNERSHIP  
OF  
NEW COLONY HOUSE, A CONDOMINIUM

WHEREAS, Equity Speciality Plan, Inc., (hereinafter referred to as "Grantor") owns certain real property herein described; and

WHEREAS, said Grantor has improved said property by constructing thereon a forty-six unit multifamily structure known as New Colony House, a Condominium, said structure having been constructed in accordance with plans and specifications prepared by Stepp & Upham, Inc., said plans being on record in the Public Records of Volusia County, State of Florida, and styled New Colony House, a Condominium, FHA Project No. 067-34006-PM, and consisting of sheets 1 through 2 all inclusive; and

WHEREAS, said Grantor hereby establishes by this Declaration a plan for the individual ownership of the real property estates consisting of the area of space contained in each of the apartment units in said multifamily structure, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining real property which is hereinafter defined and referred to herein as the "common areas and facilities".

NOW, THEREFORE, said Grantor, the fee owner of the following described real property, to-wit:

Lots 8, 9, and 10, of Gardiner Court Subdivision, being a Resubdivision of Portions of Lots 3, 4, 5, and 6, Block 2, of Hodgman's Daytona Subdivision as recorded in Map Book 11, page 128, Public Records of Volusia County, Florida.

hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions and uses to which the above-described real property and improvements thereon, consisting of a 46 unit multifamily structure and appurtenances, may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on said Grantor, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns:

A. Said Grantor, in order to establish a plan of condominium ownership for the above described property and improvements, hereby covenants and agrees that it hereby divides said real property into the following separate freehold estates:

1. The New Colony House separately designated and legally described freehold estates consisting of the spaces or areas being the area or space contained in the perimeter walls of each of the 46 apartment units in said multifamily structure constructed on said property, said spaces being defined, and referred to herein, as "apartment spaces".

2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the "common areas and facilities", which definition includes the multifamily structure and the property upon which it is located, and specifically includes, but is not limited to the land, roof, main walls, slabs, elevator, elevator shaft, staircases, lobbies, halls, parking spaces, storage spaces, community and commercial facilities, swimming pool, pumps, water tank, trees, pavement, balconies, pipes, wires, conduits, air conditioners and ducts, or other public utility lines.

B. For the purpose of this declaration, the ownership of each "apartment space" shall include the respective undivided interest in the common areas and facilities specified and established in "E" hereof, and each "apartment space" together with the undivided interest is defined and hereinafter referred to as "family unit."

C. A portion of the "common areas and facilities" is hereby set aside and allocated for the restricted use of the respective "apartment spaces" as is hereinafter designated, and as shown on survey attached hereto, and said areas shall be known as "restricted common areas and facilities."

D. The New Colony House individual "apartment spaces" hereby established and which shall be individually conveyed are described as follows:

(In accordance with Exhibit "B" attached hereto and made a part hereof and incorporated herein by reference as if set out herein in full.)

E. The undivided interest in the "common areas and facilities" hereby established and which shall be conveyed with each respective "apartment space" is as follows:

(In accordance with Exhibit "C" attached hereto and made a part hereof and incorporated herein by reference as if set out herein in full.)

The above respective undivided interests established and to be conveyed with the respective "apartment spaces" as indicated above, cannot be changed, and said Grantor, its successors and assigns, and grantees, covenant and agree that the undivided interests in the "common areas and facilities" and the fee titles to the respective "apartment spaces" conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective "apartment space" even though the description in the instrument of conveyances or encumbrances may refer only to the fee title to the "apartment space."

F. The proportionate shares of the separate owners of the respective "family units" in the profits and common expenses in the "common areas and facilities", as well as their proportionate representation for voting purposes in the Association of Owners, is based on the proportionate value that each of the "family units", referred to herein, bears to the total value of all of the "family units". This value will correspond with the FHA appraised value. The value of the respective "family units", their respective interests for voting purposes, and their proportionate shares in the common profits and expenses shall be as follows:

(In accordance with Exhibit "D" attached hereto and made a part hereof and incorporated herein by reference as if set out herein in full.)

G. The "restricted common areas and facilities" allocated for the restricted uses of the respective "family units" are as follows:

FAMILY UNIT 1: That portion of the parking area designated as parking space No. 1 and storage space No. 1. Said restricted areas are further described, located, and shown on survey attached hereto.

H. That attached hereto and made a part hereof as Exhibit "A" is a survey consisting of two sheets.

I. Said Grantor, its successors and assigns, by this declaration, and all future owners of the "family units" by their acceptance of their deeds, covenant and agree as follows:

1. That the "common areas and facilities" shall remain undivided; and no owners shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the Condominium.

2. That the "apartment spaces" shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purpose.

3. The owner of the respective "apartment spaces" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding its respective "apartment space", nor shall said owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective "apartment spaces" which are utilized for or serve more than one "apartment space", except as tenants in common with the other "family unit" owners as heretofore provided in "E". Said owner, however, shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

4. The owner of the respective "apartment spaces" agree that if any portion of the "common areas and facilities" encroaches upon the "apartment spaces", a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the owners of "apartment spaces" agree that minor encroachment of parts of the "common areas and facilities" due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.

5. That an owner of a "family unit" shall automatically, upon becoming the owner of a "family unit or units", be a member of New Colony House, Inc., hereinafter referred to as the "Association", and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

6. That the owners of "family units" covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this declaration, the By-Laws of the Association which are made a part hereof and attached as Exhibit "E" and shall be subject to

the terms of a Regulatory Agreement executed by the Association and the Commissioner of the Federal Housing Administration, which Agreement is made a part hereof and is attached as Exhibit "F".

7. That each owner, tenant or occupant of a "family unit" shall comply with the provisions of this declaration, the By-Laws, decisions and resolutions of the Association or its representative, and the Regulatory Agreement, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

8. That this declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees of all of the mortgages covering the "family units" unanimously agree to such revocation or amendment by duly recorded instruments.

9. That no owner of a "family unit" may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his "family unit."

J. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except only (1) tax liens on the "family unit" in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage of record.\* Such lien may be foreclosed by suit by the manager or Board of Directors, acting on behalf of the owners of the "family unit(s)", in like manner as a mortgage of real property. In any such foreclosure, the family unit owner shall be required to pay a reasonable rental for the "family unit", if so provided in the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager, or Board of Directors, acting on behalf of the owners of the "family unit(s)", shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

K. Where the mortgagee of a first mortgage of record or other purchaser of a "family unit" obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such "family unit" which became due prior to the acquisition of title to such "family unit" by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the "family units" including such acquirer, his successors and assigns.

L. The respective "family units" shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty days; or (b) any rental if the occupants of the "family unit" are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective

\* The list of liens having priority over the assessments by the Association for common expenses may be expanded provided the approval of FHA is obtained.

"family units" shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws and Regulatory Agreement attached hereto.

M. In the event the property subject to this Enabling Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by Section 711.17 Florida Statutes (Condominium Act).

N. In a voluntary conveyance of a "family unit", the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the family unit conveyed by subject to a lien for, any unpaid assessment made by the Association against the grantor in excess of the amount therein set forth.

O. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the Condominium Act, Chapter 711 Florida Statutes, this declaration or in the By-Laws, shall be deemed to be binding on all owners of "family units", their successors and assigns.

P. That the Board of Directors of the Association of Owners, or the Management Agent, or Manager shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

Q. That insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Owners; and that such payments shall be held in a separate escrow account of the Association of Owners and used solely for the payment of the blanket property insurance premiums as such premiums become due.

R. That so long as said Grantor, its successors and assigns, owns one or more of the family units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this Declaration and of Exhibits "A" through "F" attached hereto, said Grantor covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association, the members of such association and their successors in interest, as their interests may appear, by reason of the establishment of the Condominium.

S. The terms "Declaration" and "Condominium Ownership" as used herein shall mean and include the terms "Master Deed" and "Apartment Ownership" respectively.

IN WITNESS WHEREOF the said Grantor has executed these presents this 19th day of July, 1971.

WITNESSES:

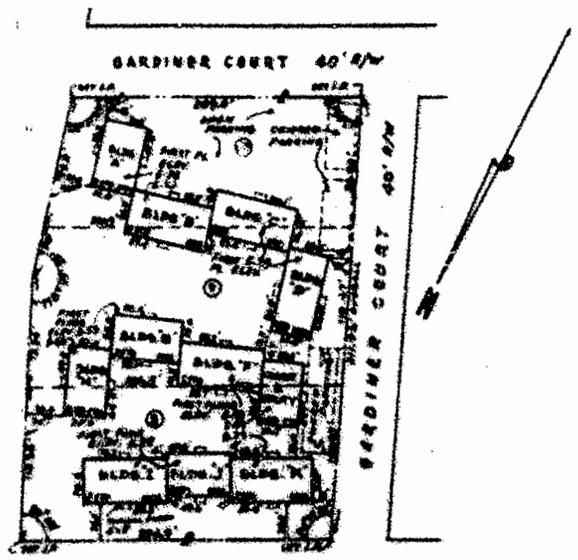
*[Handwritten signatures of witnesses]*

EQUITY SPECIALITY PLAN, INC.

By *[Signature]* (SEAL)  
President

Attest *[Signature]* (SEAL)  
Asst. Secretary

CLIPPER RIVER  
 SOUTH BIRCH ST.



LOOMIS AVENUE 100' 8 1/2"

**PLOT PLAN**  
SCALE: 1"=50'

# NEW COLONY HOUSE

A CONDOMINIUM IN

LOTS 8, 9 AND 10, GARDNER COURT, BEING A RE-SUBDIVISION OF PORTIONS OF LOTS 8, 9 AND 10, BLOCK 1 HODGKINS DAYTONA, AND RECORDED IN MAP BOOK 11, PAGE 128, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

**COMMON PROPERTY:** CONSISTS OF ALL PROPERTY INCLUDED IN THE CONDOMINIUM, LESS ANY AND ALL PROPERTY INCLUDED WITHIN ANY AND ALL UNITS (APARTMENTS).

EACH UNIT IS COMPOSED OF AN APARTMENT, THE DIMENSIONS OF WHICH AS SHOWN HEREON, ARE AVERAGE TO INDICATED FINISHED WALLS, CEILING AND TO INDICATED FINISHED FLOORING OF FIRST FLOOR UNITS AND INDICATED FINISHED WOOD FLOORING OF SECOND & THIRD FLOOR UNITS, AND THE SPACE (12" MINIMUM) BETWEEN THE SPINE BOUNDARY IN A VERTICAL POSITION OF THE UNIT BOUNDARY LINE AS SHOWN HEREON AND THE HORIZONTAL FINISH AT THE FLOOR AND CEILING PLANNINGS AS SHOWN HEREON, UNLESS OTHERWISE THE ACTUAL LOCATION OF THE WALLS, CEILING AND FLOORING, THE ACTUAL LOCATION OF THE SPACE IS HEREIN DEFINED.

ALL ELEVATIONS REFER TO MEAN SEA LEVEL, U.S. COAST & GEODETIC SURVEY SYSTEM.

IT IS NOTED THAT THE 10' FIRE ESCAPE, SOUTHEAST CORNER OF BELLEVUE AND S. SOUTH BIRCH ST.

## Certificate of Surveyor

I, THE UNDERSIGNED, JOHN F. LEECHER AND SCOTT W. LAND OUYEROR IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT A SURVEY WAS MADE BY ME AND SAID JOHN F. LEECHER AND SAID SCOTT W. LAND OUYEROR AND FURTHER CERTIFY THAT THE SAID SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS OF THE STATE OF FLORIDA, AND THAT THE SAID SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS OF THE STATE OF FLORIDA, AND THAT THE SAID SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS OF THE STATE OF FLORIDA.

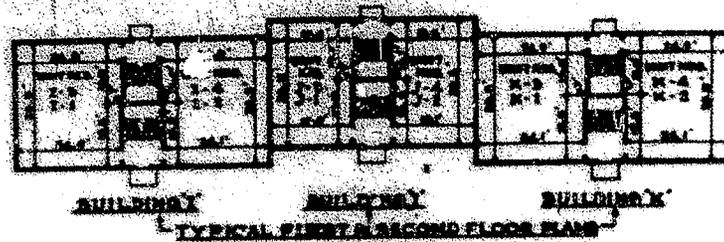
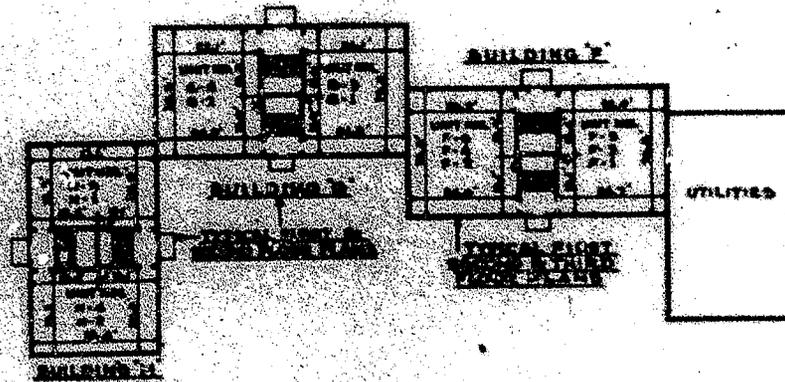
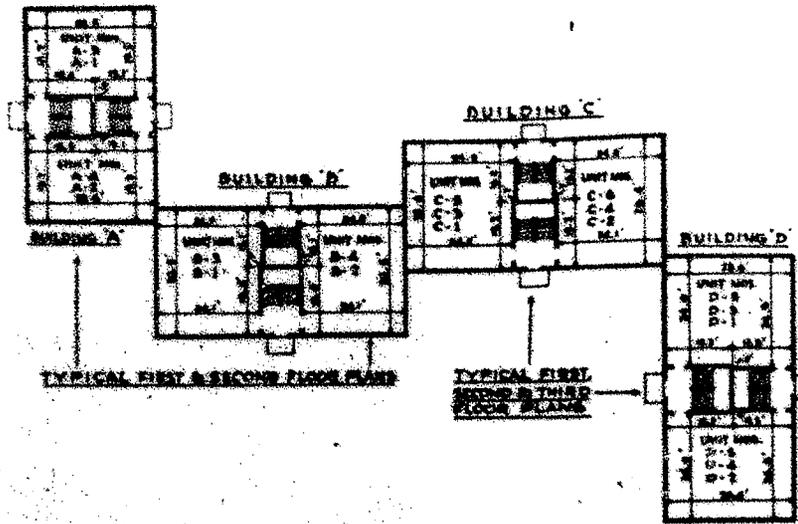
*John F. Leecher*  
 JOHN F. LEECHER, SURVEYOR



PREPARED BY  
 STEFF IN LEPAGE, INC.  
 REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS  
 DAYTONA BEACH, FLORIDA

EXHIBIT "A"

111 1325 and 5112



TABULATION ALL BUILDINGS

BUILDING	UNIT NO	FLOOR	UNRECORDED FINISHED FLOOR ELEVATION	UNCORRECTED FINISHED FLOOR ELEVATION
A	A-1	FIRST	5.28	13.70
	A-2	SECOND	14.70	23.10
B	B-1	FIRST	5.30	15.80
	B-2	SECOND	14.80	24.22
C	C-1	FIRST	5.34	13.64
	C-2	SECOND	14.89	25.19
	C-3	THIRD	24.19	32.61
D	D-1	FIRST	5.17	13.72
	D-2	SECOND	14.72	24.17
	D-3	THIRD	25.37	33.79
E	NOT USED IN THIS TABULATION			
F	F-1	FIRST	5.48	13.98
	F-2	SECOND	14.98	23.48
	F-3	THIRD	24.49	32.91
G	G-1	FIRST	5.89	14.09
	G-2	SECOND	19.09	14.0
H	H-1	FIRST	5.86	14.06
	H-2	SECOND	15.06	23.48
I	I-1	FIRST	5.22	13.72
	I-2	SECOND	14.72	23.14
J	J-1	FIRST	5.22	13.72
	J-2	SECOND	14.72	23.14
K	K-1	FIRST	5.22	13.72
	K-2	SECOND	14.72	23.14

BY 1028 11/5/00

PREPARED BY  
STEPH & UPHAM, INC.  
REGISTERED ENGINEERS & SURVEYORS  
DAYTONA BEACH, FLORIDA

EXHIBIT "A"

EXHIBIT "B"

DESCRIPTION OF APARTMENTS IN NEW COLONY HOUSE, A CONDOMINIUM.

<u>APT. #</u>	<u>TYPE APT.</u>
A-1	1 BR
A-2	1 BR
A-3	1 BR
A-4	1 BR
B-1	2 BR
B-2	2 BR
B-3	2 BR
B-4	2 BR
C-1	2 BR
C-2	2 BR
C-3	2 BR
C-4	2 BR
C-5	2 BR
C-6	2 BR
D-1	2 BR
D-2	2 BR
D-3	2 BR
D-4	2 BR
D-5	2 BR
D-6	2 BR
F-1	2 BR
F-2	2 BR
F-3	2 BR
F-4	2 BR
F-5	2 BR
F-6	2 BR
G-1	2 BR
G-2	2 BR
G-3	2 BR
G-4	2 BR
H-1	1 BR
H-2	1 BR
H-3	1 BR
H-4	1 BR
I-1	2 BR
I-2	2 BR
I-3	2 BR
I-4	2 BR
J-1	1 BR
J-2	1 BR
J-3	1 BR
J-4	1 BR
K-1	2 BR
K-2	2 BR
K-3	2 BR
K-4	2 BR

EXHIBIT "C"

SCHEDULE OF PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON  
AREAS AND FACILITIES

<u>APT. #</u>	<u>PERCENTAGE</u>
A-1	1/46th
A-2	1/46th
A-3	1/46th
A-4	1/46th
B-1	1/46th
B-2	1/46th
B-3	1/46th
B-4	1/46th
C-1	1/46th
C-2	1/46th
C-3	1/46th
C-4	1/46th
C-5	1/46th
C-6	1/46th
D-1	1/46th
D-2	1/46th
D-3	1/46th
D-4	1/46th
D-5	1/46th
D-6	1/46th
F-1	1/46th
F-2	1/46th
F-3	1/46th
F-4	1/46th
F-5	1/46th
F-6	1/46th
G-1	1/46th
G-2	1/46th
G-3	1/46th
G-4	1/46th
H-1	1/46th
H-2	1/46th
H-3	1/46th
H-4	1/46th
I-1	1/46th
I-2	1/46th
I-3	1/46th
I-4	1/46th
J-1	1/46th
J-2	1/46th
J-3	1/46th
J-4	1/46th
K-1	1/46th
K-2	1/46th
K-3	1/46th
K-4	1/46th

EXHIBIT "D"

SCHEDULE OF VALUE OF RESPECTIVE FAMILY UNITS, THEIR RESPECTIVE INTEREST FOR VOTING PURPOSES AND PROPORTIONATE SHARE OF COMMON PROFITS AND EXPENSES, SHALL BE AS FOLLOWS:

APT. #	PROPORTIONATE SHARE
A-1	.020312
A-2	.020312
A-3	.019804
A-4	.019804
B-1	.023790
B-2	.022943
B-3	.022943
B-4	.022023
C-1	.022943
C-2	.022943
C-3	.022023
C-4	.022023
C-5	.021164
C-6	.020312
D-1	.023790
D-2	.023790
D-3	.022943
D-4	.022943
D-5	.021164
D-6	.021164
F-1	.022943
F-2	.022943
F-3	.022023
F-4	.022023
F-5	.021164
F-6	.020312
G-1	.022943
G-2	.023790
G-3	.022023
G-4	.022943
H-1	.020312
H-2	.020312
H-3	.019804
H-4	.019804
I-1	.023790
I-2	.022943
I-3	.022943
I-4	.022023
J-1	.019463
J-2	.018953
J-3	.018953
J-4	.018528
K-1	.022943
K-2	.022943
K-3	.022023
K-4	.022023
	<u>1.000000</u>

BY-LAWS OF NEW COLONY HOUSE, INC. CONDOMINIUM

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section 1. Apartment Ownership. The project located at 500 South Beach Street  
Street, City of Daytona Beach, State of Florida, known  
as "NEW COLONY HOUSE Condominium" is submitted to the provisions of \*  
Chapter 617, Florida Statutes, 1965, and Section 711.12, Florida  
Statutes, 1965.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term  
"project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any  
other person that might use the facilities of the project in any manner, are subject to the regulations set forth in  
these By-Laws and to the Regulatory Agreement, attached as Exhibit "C" to the recorded Plan of Apartment Own-  
ership.

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the  
mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Regulatory  
Agreement are accepted, ratified, and will be complied with:

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is en-  
titled is the percentage assigned to the family unit or units in the Master Deed.

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners  
holding 51% of the votes in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "ma-  
jority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the  
appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (here-  
inafter referred to as "Association") who will have the responsibility of administering the project, approving the

\* Identify state law establishing apartment ownership.

annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on \_\_\_\_\_ (Date)\*. Thereafter, the annual meetings of the Association shall be held on the first (1st, 2nd, 3rd, 4th) Monday (Monday, Tuesday, Wednesday, etc.) of each third (month) each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Federal Housing Commissioner or his duly authorized representative. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to the Director of the local insuring office of the Federal Housing Administration.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Federal Housing Administration representative, if present.
- (f) Report of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.

#### ARTICLE IV

#### BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of four persons,\*\* all of whom must be owners of units in the project.

Section 2. Powers and Duties. The Board of Directors 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 by law or by these By-Laws directed to be exercised and done by the owners.

\* This date must be approved by the FHA Insuring Office.

\*\* The number should be an odd number not less than five.

**Section 3. Other Duties.** In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

**Section 4. Management Agent.** The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

**Section 5. Election and Term of Office.** At the first annual meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. (If a larger Board of Directors is contemplated, the terms of office should be established in a similar manner so that they will expire in different years.)

**Section 6. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

**Section 7. Removal of Directors.** At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

**Section 8. Organization Meeting.** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three(3) days prior to the day named for such meeting.

**Section 10. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

**Section 11. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such 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 shall be required and any business may be transacted at such meeting.

**Section 12. Board of Director's Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board

of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

## ARTICLE V

### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. (In the case of an Association of one hundred owners or less the offices of Treasurer and Secretary may be filled by the same person.)

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VI

### OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Master Deed. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements as required in the Regulatory Agreement attached as Exhibit "C" to the Plan of Apartment Ownership.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would

affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.
- (c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Family Units - Internal Changes.

- (a) All units shall be utilized for residential purposes only.
- (b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities.

- (a) An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other project areas and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- (b) ~~The project shall be responsible for the transportation, storage, handling, and delivery of the contents of the units and their contents and for the safety of the contents of the units. The Association shall be responsible for the transportation, storage, handling, and delivery of the contents of the units and their contents and for the safety of the contents of the units. The Association shall be responsible for the transportation, storage, handling, and delivery of the contents of the units and their contents and for the safety of the contents of the units.~~

Section 5. Right of Entry.

- (a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

- (a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will abide by the Municipal Sanitary Regulations.
- (c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.
- (d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.
- (e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

ARTICLE VII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total value of all units in the project as shown in the Master Deed.

ARTICLE VIII

MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX

COMPLIANCE

These By-Laws are set forth to comply with the requirements of\* the provisions of Chapter 617 Florida Statutes, 1965, and Section 711.12, Florida Statutes, 196

In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

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\* Identify state law establishing apartment ownership.

EXHIBIT A TO BY-LAWS OF  
NEW COLONY HOUSE, INC., CONDOMINIUM

ARTICLE IV  
BOARD OF DIRECTORS

Section 2:

The powers of the Board of Directors shall include but not be limited to the following:

- a. Enforce the provisions of the "Declaration", By-Laws and Regulatory Agreement, being the organizational rules and documentation relating to control and management of the "project".
- b. Contract for and pay fire, casualty, liability and other insurance, including indemnity and other bonds.
- c. Contract for and pay maintenance, gardening, utilities, materials, supplies and services relating to the "common area", and to employ personnel reasonably necessary for the operation of the "project", including legal and accounting services.
- d. Pay taxes and special assessments which are or would become a lien on the "project" or "common area".
- e. Pay for any reconstruction of any portion or portions of the "project" damaged or destroyed which are to be rebuilt, where appropriate.
- f. Pay for and obtain an annual independent examination or audit of the accounts of the management of the Association, a copy of such report to be available to each "unit" owner within thirty days of completion.
- g. Enter into any "unit" when necessary in connection with the maintenance or construction for which the Association is responsible.
- h. Delegate its powers.
- i. Designate spaces in the carports to the owners of each "unit".

ARTICLE VI  
OBLIGATIONS OF THE OWNERS

Section 4:

An owner shall use only the parking space in the carport designated by the Board of Directors for use, and only for the purposes designated by it.

1326 REG 544

EXHIBIT "F"

FHA FORM NO. 327B  
Revised August 1969  
(Previous revision obsolete)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION

REGULATORY AGREEMENT\*

(For use by condominiums under Sections 221 (i), 234 and 235)

AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 71, by and between New Colony House, Inc., <sup>\*\*</sup>(hereinafter called the Association) whose address is 500 S. Beach Street, Daytona Beach, Florida party of the first part, and Eugene Gullede, as Federal Housing Commissioner (hereinafter called the Commissioner) acting pursuant to authority granted him by the National Housing Act, as amended, (hereinafter referred to as the Act) party of the second part.

WHEREAS, the Association has the responsibility for administering the New Colony House Condominium and desires to aid members in obtaining financing for the purchase of family units in the condominium; and

WHEREAS, mortgagees may be unwilling to lend sums to the members of the Association without FHA mortgage insurance; and

WHEREAS, the Commissioner is unwilling to endorse notes for mortgage insurance pursuant to Section 234 of Title II of the Act unless and until the Association shall be entering into the covenants and agreements set forth below, consent to be regulated and restricted by the Commissioner as provided in the Act:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, and other good and valuable considerations by each party to the other, the receipt of which is hereby acknowledged, and in order to induce the Commissioner to endorse for mortgage insurance the notes secured by mortgages covering family units in the condominium, and in order that the Association may be regulated and restricted by the Commissioner as provided for in the Act and the applicable Regulations, the parties hereto agree as follows: that whenever a Contract of Mortgage Insurance for a mortgage covering a family unit in the condominium is in effect, or during any period of time as the Commissioner shall be the owner, holder, or reinsurer of any mortgage covering a family unit in the condominium, or during any time the Commissioner is the owner of a family unit in the condominium or is obligated to insure a mortgage covering any family unit in the condominium:

1. The Association shall establish and maintain reserve fund for replacements by the allocation and payment monthly to such reserve fund an amount to be designated from time to time by the Commissioner. Such fund shall be deposited in a special account with a safe and responsible depository approved by the Commissioner and may be in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve fund is for the purpose of effecting replacements of structural elements and mechanical equipment of the condominium and for such other purposes as may be agreed to in writing by the Commissioner. Disbursements from such fund may be made only after receiving the consent in writing of the Commissioner.
2. The Association shall establish and maintain a general operating reserve by allocation and payment thereto monthly of a sum equivalent to not less than 3 percent of the monthly assessments chargeable to the owners of family units in the condominium pursuant to the by-laws. Upon accrual in said General Operating Reserve Account of an amount equal to 15 percent of the current annual amount of assessments chargeable to the owners of family units in the condominium pursuant to the by-laws, the rate of such monthly allocations may, by appropriate action of the Association, be reduced from 3 percent to 2 percent provided, however, that in the event withdrawals from such account reduce it below said 15 percent accrual, the rate of such monthly deposits shall immediately be restored to 3 percent; at any time thereafter upon accrual in said General Operating Reserve Account of an amount equal to 25 percent of the current annual amount of assessments chargeable to the owners of family units in the condominium pursuant to the by-laws, such monthly deposits may, by appropriate action of the Association, be discontinued and no further deposits need be made into such General Operating Reserve so long as said 25 percent level is maintained and provided, further, that upon reduction of such reserve below said 25 percent level, monthly deposits shall forthwith be made at the 3 percent rate until the 25 percent level is restored. This reserve shall remain in a special account and may be in the form of cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America, and shall at all time be under the control of the Association. This cumulative reserve is intended to provide a measure of financial stability during periods of special stress and may be used to meet deficiencies from time to time as a

\* To be attached to the recorded Plan of Apartment Ownership and to be executed and dated as of the date of recordation.  
\*\* Insert name of Association of Owners as designated in the By-Laws of the Condominium, or the name of the Corporation, if the Association is incorporated.

result of delinquent payments of assessments by owners of family units in the condominium and other contingencies. Disbursements totalling in excess of 20 percent of the total balance in the reserve as of the close of the preceding annual period may not be made during any annual period without the consent of the Commissioner. Reimbursements shall be made to the account upon payment of delinquencies for which funds were withdrawn from the reserve.

3. The Association will not employ a management agent for the buildings nor enter into a management contract nor undertake "self-management" unless the Commissioner has approved in writing the proposed management agent, form of management contract or other management arrangement.
4. The Association shall not without prior approval of the Commissioner, given in writing, remodel, reconstruct, demolish or subtract from the premises constituting the condominium.
5. The Association shall not without prior approval of the Commissioner given in writing:
  - (a) amend or change the Plan of Apartment Ownership or the by-laws of the Association;
  - (b) fail to establish and maintain the Fund for Replacements and general operating reserve as set forth herein;
  - (c) fail to provide for the management of the condominium in a manner approved by the Commissioner;
  - (d) fail to keep in full force and effect an elevator contract satisfactory to the FHA covering the maintenance and replacement of parts of any elevator or related equipment, or, if such contract shall be allowed to expire, then fail to accrue an additional sum in such amount as shall be designated by the Commissioner to be sufficient to allow for deferred and future replacements as part of the annual Reserve for Replacement Fund collected by the Association so as to insure that Funds will be available for replacement of elevator parts and related equipment.
6. The Association shall maintain the common areas and facilities, and each owner of a family unit shall maintain the family unit, in good repair and in such condition as will preserve the health and safety of the members.
7. The books, contracts, records, documents and papers of the Association and all of the property of the condominium shall be subject to inspection and examination by the Commissioner or his duly authorized agent at all reasonable times. The Association shall file with the Commissioner the following reports verified by the signature of such officers of the Association as may be designated and in such form as may be prescribed by the Commissioner:
  - (a) monthly operating reports, when required by the Commissioner;
  - (b) annual financial reports prepared by a certified public accountant or other person acceptable to the Commissioner, within sixty days after the end of each fiscal year;
  - (c) specific answers to questions upon which information is desired from time to time relative to the operation and condition of the property;
  - (d) copies of minutes of all owner's meetings certified to by the secretary of the Association within thirty days after such meetings, and when required by the Commissioner, copies of minutes of directors' meetings.
8. The Association shall establish and collect from owners of family unit's monthly assessments pursuant to the conditions set forth herein. Monthly assessments charged to owners during the initial occupancy period shall be made by the Association in accordance with a schedule of charges filed with and approved in writing by the Commissioner prior to the opening of the project for occupancy. Such assessment shall be in an amount sufficient to meet the FHA estimate of management expense, operating expense, and maintenance expense, reserves, and all other expenses of the Association. Subsequent to the initial occupancy period, assessments made by the Association for its accommodations shall be in accordance with a schedule filed with and approved in writing by the Commissioner and shall be in amounts sufficient to meet the Association's estimate of expenses set forth in an operating budget which shall be prepared and submitted to the FHA sixty days prior to the beginning of each fiscal year. The operating budget shall set forth the anticipated income of the Association and a sufficiently detailed estimate of expenses which will include separate estimates for administration expense, operating expense, maintenance expense, utilities, hazard insurance, replacement reserve and operating reserve. Such assessments shall not be changed except with the written approval of the Commissioner. The Association agrees that if at any time the owner of a family unit fails to pay his monthly assessment as provided in the by-laws, the Association will, upon direction of the Commissioner, initiate necessary legal action to collect the assessment.

9. Upon a violation of any of the above provisions of this Agreement by the Association, or by any owner of a family unit, or upon the failure of the Association to abide by and carry out the provisions of the plan of Apartment Ownership and the By-Laws, the Commissioner may give written notice thereof to the Association or to the owner of a family unit, by registered or certified mail. If such violation is not corrected to the satisfaction of the Commissioner within 15 days after the date such notice is mailed, or within such additional period of time as is set forth in the notice, without further notice the Commissioner may declare a default under this Agreement and upon such default the Commissioner may:
- (a) In the case of a default by the owner of a family unit:
    - (i) If the Commissioner holds the note of the defaulting owner, he may declare the whole of said indebtedness due and payable and then proceed with the foreclosure of the mortgage;
    - (ii) If said note is held by an FHA-insured mortgagee - notify the mortgagee of such default, and the mortgagee, with the prior written consent of the Commissioner, may declare the whole indebtedness due, and thereupon proceed with the foreclosure of the mortgage, or assign the note and mortgage to the Commissioner as provided in the Regulations.
  - (b) In the case of a default by the Association or by the owner of a family unit:
 

Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, or for such other relief as may be appropriate, since the injury to the Commissioner arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.
10. The covenants and agreements herein set out shall be deemed to run with the land and the property described in the Plan of Apartment Ownership, and to bind all owners of family units, present and future.
11. As used in this Agreement the term:
- (a) "Mortgage" shall include "Deed of Trust";
  - (b) "Note" shall include "Bond";
  - (c) "Mortgagee" shall include the "Beneficiary" under Mortgage or Deed of Trust however designated;
  - (d) "Default" means a default declared by the Commissioner when a violation of this Agreement is not corrected to his satisfaction within the time allowed by this Agreement or such further time as may be allowed by the Commissioner after written notice;
  - (e) "Plan of Apartment Ownership" shall include all legal documents, deeds, by-laws, plans and specifications, required by the laws of the jurisdiction to establish condominium ownership.
- (The use of the plural shall include the singular; the singular the plural; and the use of any gender shall be deemed to include all genders.)
12. This instrument shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns.
13. The invalidity of any clause, part or provision of this agreement shall not affect the validity of the remaining portions thereof.
14. The Association agrees and assumes the obligation to have this Agreement recorded in the appropriate land records in the jurisdiction in which the real property herein described is situated; and in the event of failure to do so, it is agreed that the Commissioner may have the same recorded at the expense of the Association.
15. It is specifically agreed between the parties hereto that the breach of any of the terms of this Agreement by the Association or by an owner of a family unit will substantially damage and injure the Commissioner in the proper performance of his duties under the provisions of the Act, and will impede and injure the proper operations intended under such Act; that such damage will be irrespective of and in addition to any damage to the security of the mortgaged premises or to any financial damage the Commissioner may suffer as insurer; that, except for the agreements herein contained, the Commissioner would not issue and would not be authorized to issue a Contract of Mortgage Insurance, and that mortgagees may not be willing to lend sums of money to owners of the family units on the security of mortgages covering such units, unless the same were insured by the Commissioner.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement the day and year first above written.

NEW COLONY HOUSE INC.  
ASSOCIATION OF OWNERS OF CONDOMINIUM

WITNESS:

*[Handwritten signature]*

*Allen Freebairn* (SEAL)  
Vice Pres.

*Margaret A. [unclear]*

*Mary M. Cox* (SEAL)

IN WITNESS WHEREOF, the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner, has caused these presents to be signed of his authorized agent.

FEDERAL HOUSING COMMISSIONER, SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By

*Gordon R. Palmer*  
(Authorized Agent)

Gordon R. Palmer, Assistant to the Director

ACKNOWLEDGEMENT OF ASSOCIATION OF OWNERS OF  
CONDOMINIUM (In accordance with the form in State where property is located)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH ) ss

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GORDON R. PALMER, to me known and known to be the person who executed the foregoing instrument as the Authorized Agent of the Federal Housing Commissioner, a party named therein, and acknowledged before me that he executed the same in such capacity and on behalf of said Federal Housing Commissioner by virtue of the authority vested in him by 24 C.F.R. 200.96.

WITNESS my hand and seal in the State aforesaid and in the County aforesaid this 5 th day of AUGUST, 1971.



Notary Public, State of Florida at Large  
My Commission Expires May 11, 1974  
Issued by American Fire & Casualty Co.

Mary F. Rodgers  
Notary Public

My Commission expires \_\_\_\_\_

FILED FOR RECORDS  
RECORD VERIFIED  
BOOK 526 PAGE 526  
1971 AUG 19 AM 10 58  
[Signature]

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EXHIBIT B TO BY-LAWS OF  
NEW COLONY HOUSE, INC., CONDOMINIUM

AMENDMENTS PROPOSED AS OF MAY 6, 1976

ARTICLE VI -- SECTION I

Assessments as it appears now will be lettered (a)

Add the following:

(b) Negligence. Unit owners shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligent act or by that of any member of his family, of his or their guests, employees, agents, or lessees, but only to the extent such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates caused by misuse or abandonment of a unit or its appurtenances.

(c) Attorney's Fees. Any proceeding by the Association arising because of any alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws, Regulatory Agreement or these Regulations, and as such documents are amended, shall entitle the Association to receive reasonable attorney's fees and court costs as may be awarded by the court.

SECTION III, Use of Family Units,

Add the following:

(c) Occupancy. A unit shall not be permanently occupied by more than one family nor more than four persons in a two bedroom nor two persons in a one bedroom.

SECTION IV, Use of Common Areas and Facilities.

Add the following:

(b) Obstructions. Bicycles, surfboards or obstructions of any kind will not be allowed in hallways, walkways or lawn areas.

SECTION VI, Rules of Conduct.

Add the following:

(b) (Add to the existing rule) No pets, other than small birds or aquarium fish will be permitted in the units.

The above Amendments were passed with over 80% margin and okayed by the Board of Directors on September 2, 1976.

Raymond S. Cooper  
PRESIDENT

John W. Luik  
SECRETARY/TREASURER

[Signature]  
DIRECTOR

Joseph E. Bradley  
DIRECTOR

Ward Grant  
DIRECTOR

**Marina Breeze Condominiums, Inc.**



A Not-for-Profit Corporation  
500 S. BEACH ST.  
DAYTONA BEACH, FL 32114  
Ph: 386.254.2994 Fax: 386.254.2994  
E-mail: Marina\_Breeze2@yahoo.com

Exhibit "D" to by-laws of

New Colony House, Inc., Condominiums (D.B.A. Marina Breeze Condominiums)

Amendment proposed on March 20<sup>th</sup>, 2004.

New provision. Amendment does not change present text.

Article VI—Obligations of Owners

Section 3. Use of Family Units-Internal Changes

Add the following:

(h) Any owner(s) may rent his/her unit for no more than 2 years (24 months) of any 5 year (60 months) period. After 8 years from the date of this recording, this amendment will expire. Present unit owner(s) at the time of said recording is/are exempt

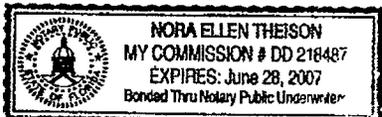
The above amendment was passed with over 87 % owner margin and approved by the Board of Directors on March 27<sup>th</sup>, 2004

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
General Secretary



*Nora Ellen Theison*  
4/5/04 Volusia County FL

EXHIBIT "C" TO BY-LAWS OF  
NEW COLONY HOUSE, INC., CONDOMINIUM

AMENDMENTS PROPOSED AS OF OCTOBER 24, 1983

ARTICLE VI -- OBLIGATIONS OF THE OWNERS

Section 3. Use of Family Units

Add the following:

- (d) An owner or tenant shall not place any type of laundry machine in the apartment. Our laundry and drying room is on the premises.
- (e) A one-year apartment ownership by buyer required before permitted leasing allowed. (Exception, owners already renting)
- (f) Buyers and renters of apartments must be approved by Board of Directors. No rentals allowed for any period under six months.
- (g) ~~Residency shall be restricted to persons 18 years of age or older. Short term visitors and visiting relatives exempt.~~

Section 5. Right of entry

Add the following:

- (c) Owner shall grant right of entry to management or authorized person, for twice yearly inspection of plumbing fixtures for leaks, during reasonable hours. (Preventative maintenance)

The above Amendments were passed with over 75% owner margin, and approved by the Board of Directors on November 30, 1983.

Leonard Lopez      James M. Brown  
PRESIDENT                      VICE PRESIDENT

Ward H. Grant      Anthony J. Forso  
SECRETARY                      TREASURER

James R. Collins  
DIRECTOR

PK 10

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Instrument# 2005-086825 # 1  
Book: 5526  
Page: 110  
Diane H. Natousek  
Volusia County, Clerk of Court

Exhibit "D" to by-laws of  
New Colony House, Inc. Condominium  
DBA: Marina Breeze Condominium

Amendments proposed as of March 7, 2005.

Article VI-- Obligations of Owners

Section 3. Use of Family Units-Internal Changes

Add the following:

(i) all units on upper floors to install and maintain carpet and pad for sound control throughout the unit except in kitchen and bath

The above amendment was passed with over 90 % owner margin, and approved by the Board of Directors on April 4, 2005

Janet Villars  
President

[Signature]  
Vice-President

Janet Villars (acting)  
Secretary

5  
Appl 2005 by Janet Villars & Jay Bertran

PK 10

[Signature]  
Morgan Benz

Morgan Benz  
My Commission DD195838  
Expires March 23, 2007

RULES AND REGULATIONS  
FOR MARINA BREEZE  
CONDOMINIUM ASSOCIATION

**INTRODUCTION**

In accordance with the Declaration of Condominium and By-Laws of Condominium Association, the following rules and Regulations governing our community have been developed.

Fines and penalties may be levied for failure to comply with these Rules and Regulations.

The Rules and Regulations outlined explain the policies and guidelines established by the Board of Directors of Condominium Association to help protect and provide a peaceful environment for our community. It is the responsibility of the board of directors to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the rules of the Condominium and residents are encouraged to report and violations of these rules to the management company.

Use of Family Units

- Washer and dryers are not permitted in the units. A laundry facility is on premises.
- One-year unit ownership by buyer required before leasing allowed.
- Buyers and renters must be approved by the Board of Directors. A background check, credit check and Board interview is required for Board approval. This background and credit check is done solely for the Board of Directors and will not be released to a third party.
- No rentals allowed for a period under six months.

### Use of the Common Areas

- Damage to the common area caused by the actions of a Unit Owner or the actions of his/her children, guests or tenants or the actions of the children or guests of his/her tenants, shall be repaired or replaced at the expense of the Unit Owner.
- No clothes, sheets, blankets, towels or laundry of any kind, or other articles shall be hung out or exposed on any part of the common area, including decks. The common areas shall be kept free and clear of rubbish, debris, litter and other objectionable matter.
- No obstructions of any kind are not allowed in the hallways, walkways or lawn area.

### Landscaping / Conditions for Unit Owner Plantings

- There are to be no flowerbeds in the lawns. All plantings are restricted to the designated community garden area.
- Planters, pots and hanging baskets are prohibited on the front or back stoop. There are to be NO brackets for hanging baskets affixed to as to building.
- All garden décor requires advance approval of the Board.
- The Unit Owner shall be responsible for maintaining his/her own plantings, limited to the designated community garden area. If said plantings are not maintained in a timely fashion, the Association has the right to have them removed.

### Pets

- No pets, other than small birds or fish are permitted in the units.

### Exterior Modifications / Additions, Alterations, Improvements

- No Unit Owner shall make any structural addition, alteration or improvement to any building, nor shall he/she paint or otherwise decorate or change the appearance of any portion of the exterior of any building without prior written consent of Board.

### Signs / For Sale / For Rent / Other

- No “For Sale/For Lease” signs shall be placed in the windows. No signs of any type shall be placed on the common area, or to be visible from the common area.

### Seasonal Decorations

- Seasonal decorations, including decorative lights, are permitted on the facade of the units, providing this is done in a manner not to cause damage.
- Seasonal decorations should be removed promptly after the appropriate holiday.

### Smoke Detectors

- Unit Owners shall install and maintain in good operating condition, smoke detectors, as required by law, in each unit, the Unit Owner shall be responsible for keeping the smoke detector(s) operable at all times.

### Vehicles

- No unregistered or inoperable vehicles shall be moved onto or kept on Association property.
- No motor vehicle may be disassembled, nor major repairs made on Association property.
- Vehicles in violation of this section may be towed at owner’s expense.
- No trailer, boats or other movable or portable structure shall be used or permitted on the premises.

### Enforcement of Rules and Regulations

- The Board after a Notice and Hearing may fine violators \$25.00 per day from when the violation began until it is corrected.