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Oceans West One Condominium Association, Inc.

(As of 5/23/2005, no title search has been done)

I. **Declaration of Condominium of Oceans West One, a Condominium**
(O.R. Book 2453, Page 0929, Volusia County, Florida, recorded on 5/25/83)

II. **Amendment to Declaration of Condominium**
(O.R. Book 2467, Page 1547, Volusia County, Florida, recorded on 7/11/83)

III. **Second Amendment to Declaration of Condominium**
(O.R. Book 2477, Page 0456, Volusia County, Florida, recorded on 08/09/83)

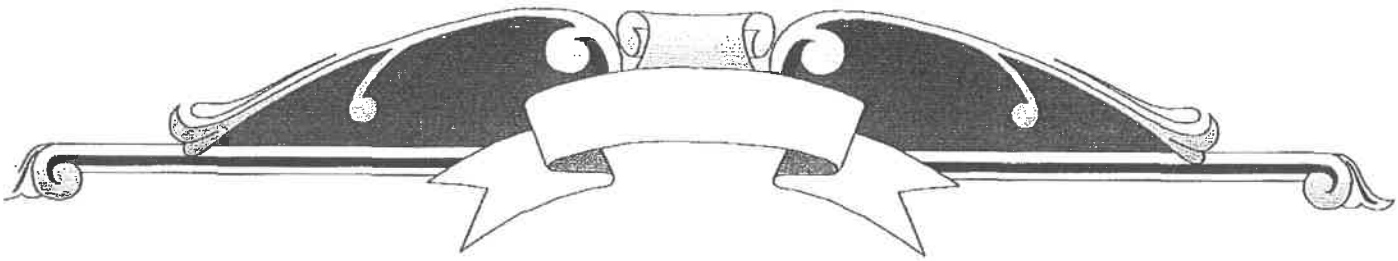
IV. **Amendment to Section 10.6 of the Declaration of Condominium**
(Unrecorded, DATED 11/03/95)

V. **Articles of Incorporation of Oceans West One Condominium Association, Inc.**
(Filed with Secretary of State on 5/27/81)
(O.R. Book 2453, Page 0970, Volusia County, Florida, recorded on 5/25/83)

VI. **Second Amended and Restated By-Laws of Oceans West One Condominium Association, Inc.**
(O.R. Book 5830, Page 3379, Volusia County, Florida, recorded on 5/15/06)

VII. **Amended and Restated By-Laws of Oceans West One Condominium Association, Inc.**
(O.R. Book 3892, Page 3576, Volusia County, Florida, recorded on 1/21/94)

VIII. **By-Laws of Oceans West One Condominium Association, Inc.**
(O.R. Book 2453, Page 0977, Volusia County, Florida, recorded on 5/25/83)



IX. **Amendment to Article X of the By-Laws of Oceans West One Condominium Association, Inc.**
(O.R. Book 3887, Page 0286, Volusia County, Florida, recorded on 7/11/83)

X. **Declaration of Covenants and Restrictions Oceans West Planned Unit Development and Notice Provisions of Oceans West Owners Association, Inc.**
(O.R. Book 2312, Page 0461, Volusia County, Florida, recorded on 11/17/81)

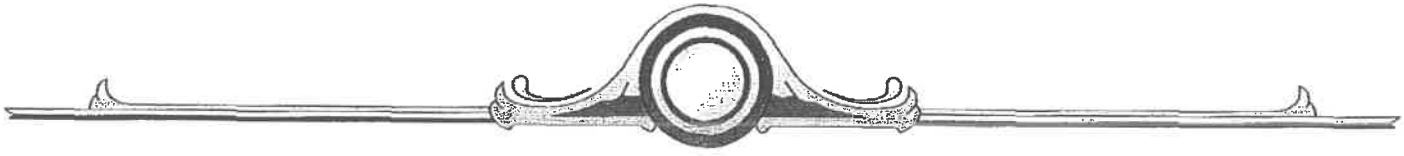
XI. **Amendment to Declaration of Covenants and Restrictions Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc.**
(O.R. Book 2453, Page 0920, Volusia County, Florida, recorded on 5/25/83)

XII. **Second Amendment to Declaration of Covenants and Restrictions Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc.**
(O.R. Book 2467, Page 1553, Volusia County, Florida, recorded on 7/11/83)

XIII. **Articles of Incorporation of Oceans West Homeowners Association, Inc.**
(Filed with Secretary of State on 05/27/81)
(O.R. Book 2312, Page 0478, Volusia County, Florida, recorded on 11/17/81)

XIV. **By-Laws of Oceans West Homeowners Association, Inc.**
(O.R. Book 2312, Page 0490, Volusia County, Florida, recorded on 11/17/81)

XV. **Miscellaneous**



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BOOK PAGE 241

This Instrument Prepared By
ROY E. KINSEY
Kinsey, Vincent, Pyle, Williams
& Tumbleson
ATTORNEYS AT LAW
42 South Peninsula Drive
Daytona Beach, Florida 32018

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MAY 25 4 19 PM '83

DECLARATION OF CONDOMINIUM OF OCEANS WEST ONE, a condominium One Oceans West Boulevard Daytona Beach Shores, Florida 32018

This Declaration made this 2nd day of May, 1983, by Oceans One West, Inc., a Florida corporation, hereinafter called Developer, for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit and the Developer does hereby submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by The Condominium Act, as it exists on the date hereof, presently designated as Chapter 718, Florida Statutes.

1.1. Name and address. The name by which this condominium is to be identified is Oceans West One, a condominium, and its address is One Oceans West Boulevard, Daytona Beach Shores, Florida. It is hereafter called "the condominium."

1.2. The land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are located in Volusia County, Florida, and are described on Exhibit A attached hereto.

2. Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in The Condominium Act and as follows unless the context otherwise requires:

2.1. Approval or consent. Whenever approval or consent is required of any person or entity, that approval or consent shall not be unreasonably withheld.

2.2. Association means Oceans West One Condominium Association, Inc., and its successors.

2.3. By-Laws means By-Laws of the Association and of the condominium.

2.4. Common elements shall include the tangible personal property required for the maintenance and operation of the condominium, and any land and other property acquired by the Association for the condominium, even though owned by the Association, as well as the items stated in The Condominium Act.

2.5. Common expenses include:

a. Expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of the common elements, and of the portions of units to be maintained by the Association.

b. Expenditures for amounts of assessments by the Association against an individual unit for payment of costs that are the responsibility of a unit owner,

including but not limited to costs of repair of damage to a unit in excess of insurance proceeds, and the costs of insurance upon a unit.

c. Expenses declared common expenses by provisions of this Declaration or the By-Laws.

d. Any valid charge against the condominium property as a whole.

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

2.7. Condominium parcel means a unit together with the undivided share in the common elements that is appurtenant to the unit; and when the context permits, the term includes all of the appurtenances to the unit.

2.8. Regulations means regulations respecting the use of the condominium property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-Laws.

2.9. Singular, plural, gender. Whenever the context so permits, 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.

2.10. Utility services as used in The Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, cable television or master antenna system, the closed circuit television, telephone security system, and garbage and sewage disposal.

2.11. Institutional Mortgage. For the purposes of this instrument, an "institutional mortgage" shall be defined as a mortgage originally executed and delivered to a mortgage banking firm, a bank, savings and loan association, real estate investment trust, insurance company or to the Developer or Bellemead Development Corporation.

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

3.1. Survey. A survey of the land showing the location of the improvements on it with Surveyor's Certificate is attached as Exhibit B, Sheet 1.

3.2. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications prepared by Larry W. Robinson, Architect, and designated as his Comm. No. 7904, a portion of which plans are attached as the following exhibits:

Exhibit B, Sheet 3	Upper Parking Level Plan and Architect's Certificate
Exhibit B, Sheet 4	Parking Garage Level
Exhibit B, Sheet 5	Partial First Floor Plan (North End - Tower "A")
Exhibit B, Sheet 6	Partial First Floor Plan (South End - Tower "B")
Exhibit B, Sheet 7	Typical Floor Plan (Tower "A" and Tower "B")
Exhibit B, Sheet 8	Roof Plan
Exhibit B, Sheet 9	East and West Schematic Elevation - Tower "A"
Exhibit B, Sheet 10	North and South Schematic Elevation - Tower "B"

3.3. Easements. A non-exclusive easement for ingress and egress in favor of each unit owner is hereby created over the driveways, walks, parking areas, elevators, stairs, hallways, lobbies and other common areas as part of the common elements to provide each unit owner access to the public ways. No easement for ingress or egress shall be encumbered or subject in any way to be encumbered. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, these easements through a unit shall be only according to the plans and specifications for the apartment building, or as may be changed during construction of the building, unless approved in writing by the apartment owner. The easements shall include but not be limited to the chases that run vertically through each unit as shown upon the floor plans. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using the easements. Developer reserves an easement over and through all of the common elements of the condominium for sales purposes and may maintain a sales office in one unit until all of the units of the Developer have been sold. The last mentioned provision may not be amended without the written consent of Developer. During such time as the Developer, its successors or assigns, is in the process of construction on any portion of the condominium building, the Developer, its successors or assigns, reserve the right to prohibit access to any portion of the common elements of the condominium building to any of the occupants of the building, and to utilize various portions of the common elements of the building in connection with such construction and development. No unit owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any units within the building and is carrying on any business in connection therewith, including the selling, renting or leasing of such units, the unit owners, their guests and invitees shall in no way interfere with such activities or prevent access to such units by the Developer, its successors or agents. In order to maintain an orderly procedure for moving owners into the condominium, the Developer reserves the right to schedule the day and hour which the owners may move in, subsequent to the final closing on the sale of their unit. The building manager will prohibit owners from moving in at any time other than the time designated by the Developer.

3.4. Improvements - General description.

a. Apartment building. The condominium includes a two tower apartment building herein referred to as the building consisting of a parking garage level, a one story lobby floor which also serves to connect the two towers and 20 additional floors, making a total of 21 floors. The building contains 249 units. The common elements in the building include a parking garage and other service facilities.

b. Other improvements. The condominium includes landscaping, outdoor swimming pool, automobile parking areas and other facilities located substantially as shown upon the plans and which are part of the common elements, which are confined to the surveyed condominium property, there being no other subservient common elements.

3.5. Unit boundaries. Each unit consists of an apartment, the dimensions of which are shown on Exhibit B attached hereto, and are average to unfinished walls and ceilings, and to the finished floor, and thus each unit consists of the space bounded by a vertical projection of the unit boundary lines as shown on Exhibit B and the horizontal planes at the floor and ceiling elevation as shown for each respective unit and respective floor contained in the building; notwithstanding the actual location of the walls, ceilings and floors, the units shall consist of the space

herein defined. Exhibit B, Sheet 7 shows the perimeter boundaries of the units and the approximate dimensions of such boundaries, the walls separating each room within the units and the approximate dimensions of each room and the location of all doorways.

3.6. Limited common areas. There are limited common areas appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, the same being balconies directly accessible only through an individual unit. These limited common areas are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common areas so appurtenant. Expenses of maintenance, repair, or replacement relating to such limited common area shall be treated as and paid for as part of the common expenses of the Management Association (hereinafter specifically defined), except, however, the expense of maintenance, repair or replacement made necessary by the act or negligence of any unit owner shall be borne by said unit owner.

3.7. Common elements. All property included in this condominium which is not within any living unit and which has not been designated as a limited common area shall be deemed Common Elements.

a. Automobile parking. The parking garage level of the building and part of the ground level as shown on Exhibit B, Sheets 3 and 4, shall be used for automobile parking. Parking garage spaces will be numbered so that there will not be less than 249 parking garage spaces. The right to use a parking garage space shall be an appurtenance to each unit, but the particular parking space or spaces to be so used shall be designated by the Developer, which authority shall pass to the Association upon sale and closing of the last unit by the Developer; provided that no change in the designation of parking spaces shall be made for the benefit of a unit owner that discriminates against another unit owner without the latter's consent. The Association shall have authority to make reasonable regulations for the control of automobile parking and the use of parking spaces; provided, however, that the use shall be limited to the residents of the condominium and their guests.

b. Recreation areas. The first floor of the building, other than the eight apartments located thereon, the Manager's Apartment No. 1C1 and the office, and the entire outdoor area on that level except the parking areas, shall be used for recreation purposes. The Association shall have authority to make reasonable regulations for that use, including authority to make reservations of portions thereof for the exclusive use of individual unit owners and their guests from time to time for limited periods and to make reasonable charges for that exclusive use.

c. Manager's apartment. Apartment Number 1C1 and the office located on the first floor of the apartment building are designated for the use of a manager of the condominium. The Association shall have authority to determine the use of this apartment and of the office and may make reasonable charges for their use when not utilized by the Association.

d. Storage Rooms on Parking Garage Level. The Association shall have authority to determine the use of the storage rooms that are on the ground floor level and the garage parking level of the building, and to make reasonable regulations for that use.

e. Use; charges. The foregoing and all other common elements other than limited common elements, except as otherwise provided, shall be available for use by all unit owners without discrimination. That use will be without charge unless a charge is specifically authorized by this Declaration, except that the

Association when authorized by its regulations may charge for the exclusive use of facilities from time to time if the exclusive use is made available to all unit owners. All revenue from those charges shall be treated as proceeds from assessments for common expenses and shall be applied to the payment of common expenses or added to common surplus.

4. The units. The units of the condominium are apartments and are described more particularly and the rights and the obligations of their owners established as follows:

4.1. Unit Numbers. The units of the condominium are apartments and are identified as apartments. On the first floor of the condominium there are eight (8) apartments plus the manager's apartment; on each floor above the first floor in "Tower A" are six (6) apartments numbered 1 to 6 inclusive; on each floor above the first floor in "Tower B" are six (6) apartments numbered 1 to 6 inclusive. On each floor for both towers (A and B) the number 1 is assigned to the one-bedroom apartment lying immediately to your left as you exit from the elevator and the apartment numbering proceeds in a clockwise manner ending with apartment number 6 which would lie immediately to your right as you exit the elevator. The apartments on each floor of each tower are distinguished from other apartments in the condominium by adding a prefix corresponding to the number of the floor upon which the apartment is located, the number 13 having been omitted from the floor numbering series so that the floors in each tower are numbered 1 through 12 and 14 through 22. The floors above the first floor of the building are serviced by two (2) sets of elevators designated "A" and "B" elevators. Elevators "A" being located toward the northerly end of the building serves all of those floors located in "Tower A"; elevators "B" being located toward the southerly end of the building serves all floors located in "Tower B". To complete the numbering system, the designation letter identifying the elevator serving the apartment, which letter also serves to identify the tower in which the apartment is located, is inserted between the number of the floor on which the apartment is located and the apartment number; thus, the apartment on the second floor in "Tower A" which lies immediately to your left as you exit the elevator would be numbered "2A1" and the apartment on the twenty-first floor in "Tower B" lying immediately to your right as you exit the elevator would be numbered "21B6".

4.2. Typical unit plans. The plans for each floor of the building above the first floor, containing apartments, are identical. The six apartments on each of those floors are represented by six typical apartment floor plans, which are set forth in Exhibit B, Sheet 7. The floor plan for Units on the first floor of the building is set forth in Exhibit B, Sheets 5 and 6.

4.3. Appurtenances to units. The owner of each unit shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his unit, including but not limited to the following items that are appurtenant to the several units as indicated:

a. Ownership of common elements and common surplus. The undivided share in the land and other common elements and in the common surplus that are appurtenant to each apartment is as follows:

Apartments 1 (except 1C1) and 4, an undivided .422 share.		
83 apartments x .422	=	35.026

Apartments 2 and 5, an undivided .443 share. 83 apartments x .443	=	36.769
Apartments 3 and 6, an undivided .337 share. 82 apartments x .337	=	27.634
Apartment 1C1, an undivided .571 share. 1 apartment x .571	=	.571
Total		100.00000%

b. Use of common elements. Use of the common elements in common with other unit owners in the manner elsewhere described.

c. Use of limited common elements. Use of limited common elements appurtenant to the unit, in the manner elsewhere described.

d. Association membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

4.4. Liability for common expenses. Each unit owner shall be liable for a proportionate share of the common expenses, that share being the same as the undivided share in the common elements appurtenant to his unit.

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

5.1. Units.

a. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) all boundary walls and boundary slabs of a unit, except interior surfaces; all portions of a unit contributing to the support of the apartment building, which portions to be maintained shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of units, floor and ceiling slabs, load-bearing columns and load-bearing walls, and the lobby side of all doors leading from units to common elements;

(2) balconies, except the painting of floors;

(3) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained; and

(4) all incidental damage caused to a unit by this work shall be repaired promptly at the expense of the Association;

(5) provided that the Association shall have authority to require unit owners at their expense to maintain, repair and replace screens and glass for

windows and glass doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

b. By the Unit Owner. The responsibility of the unit owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other unit owners.

(2) The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: windows, screens, sliding glass doors, air handling equipment for space cooling and heating, service equipment, such as dishwasher, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab, and inside paint and other inside wall finishes. Mechanical equipment and the installation of that equipment shall be such that its operation will not cause annoyance to the occupants of other units.

(3) To report promptly to the Association any defect or need for repairs for which the Association is responsible.

c. Alteration and improvement. Except as elsewhere provided, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, including but not limited to, drilling, boring, cutting or sawing into the floor or ceiling of a unit, or impair any easement without first obtaining approval in writing of owners of all units in which the work is to be done and the owners of all units affected by the work and the approval of the Board of Directors be done and the approval of the Board of Directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of the apartment building, the change in appearance shall be approved also by the owners of 75% of the common elements at a meeting of unit owners called for that purpose. A copy of plans for all work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work. Developer reserves the right to change the interior design and arrangement of all units as long as Developer owns the unit so changed and altered, provided such change shall be contained in an amendment of this Declaration, and provided, further, that an amendment for such purpose need be executed and acknowledged only by the Developer and approved by the institutional mortgagee and need not be approved by the Association, its officers, directors and members, or unit owners, whether or not elsewhere required for an amendment to this Declaration. Developer reserves the right to alter the boundaries between units, so long as Developer owns the units so altered; to increase or decrease the number of units, and to alter the boundaries of the common elements, as long as the Developer owns the units abutting the common elements where the boundaries are being altered, provided no such change shall be made without amendment of this Declaration, and, provided further, that an amendment for such purpose need be executed and acknowledged only by the Developer and approved by the institutional mortgagee of an institutional mortgage covering the units affected,

whether the said units are encumbered by original mortgages, or whether they are included in an overall construction mortgage on the condominium property, but such amendment shall not require the approval of the Association, its officers, directors and members, or unit owners.

5.2. Common Elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and the cost shall be a common expense.

b. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements or acquisition of additional common elements without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of the work or acquisition shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the unit owned, unless that owner shall approve the alteration or improvement or acquisition, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the proportion that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements nor in his share of common expenses, whether or not the unit owner contributes to the cost of the alteration, improvement or acquisition.

c. Disposition of personal property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

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

6.1. Share of common expense. Each unit owner shall be liable for a proportionate share of the common expenses and, in event of default, for interest and costs of collection including reasonable attorney's fees, and shall share in the common surplus, those shares being the same as the undivided share in the common elements appurtenant to the units owned by him.

6.2. Interest; application of payments. The portions of assessments and installments on assessments that are not paid when due shall bear interest at the rate of the highest percentage allowed by law from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due.

6.3. Liens. The Association shall have a lien upon a unit for any assessment and installments on assessments levied against that unit and a lien for such other charges against the unit as may be authorized by this Declaration or in the By-Laws of the Association, together with interest thereon, which are not paid when due.

The lien for unpaid assessments shall secure reasonable attorneys' fees including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of a lien.

6.4. Assessments against Developer-Owned Units. During such time as the Developer owns five (5) or more units, the assessments, as provided for in subparagraph 6.1 of this Article, shall never be more than the actual sums necessary to pay for the current operating expenses. If the assessment is in excess of the actual operating costs incurred, although this is expressly prohibited by this provision, the Developer shall be excused from paying such excess amount. In the event any such excess is paid, the Association will refund such excess to the Developer upon demand. Notwithstanding any of the foregoing provisions respecting assessments, during the period of time beginning with the date the first unit is closed and titled out to a unit purchaser and ending the first day of the fourth calendar month following the month of the closing of the sale of the first unit, the Developer shall collect all assessments from unit owners on the basis of "The Projected Estimate of Operating Budget" and shall pay all expenses for the operation of the condominium building during such period of time, on an accrual basis, said payments to be made to Developer and not to the condominium association (receiving pro-rata credit for pre paid expenses, deposits, etc.). During the period from the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first unit occurs, until the earlier of the date control of the Association is turned over to unit owners other than the Developer, or six (6) months after the date of closing of the first unit in the condominium, the Developer shall not be obligated to pay the share of the common expenses and assessments attributable to units it is offering for sale, provided that the regular monthly assessment for common expenses (exclusive of special assessments) imposed on each unit owner other than the Developer shall not increase during such period over the amount set opposite such unit's alphanumerical designation in the Estimated Operating Budget contained in the Prospectus delivered to such unit owner when such owner contracted to purchase the unit, if applicable, and provided further that the Developer shall be obligated to pay any amount of common expenses actually incurred during such period and not produced by the assessments at the guaranteed level, capital contributions and other sums receivable from unit owners to others. Developer shall not be obligated to account for the monies collected or any surplus retained or deficit paid, except that Developer shall account for that portion of each assessment paid which represents the reserves for capital expenditures and deferred maintenance and the contribution to condominium association working capital, both of which are the property of the Association and shall be accounted for as provided in Section 718.301(4)(c), Florida Statutes. After the expiration of said period all assessments and the individual unit owners' and the Developer's responsibility as to assessments shall be as is otherwise provided for herein.

6.5. Protection of Institutional Mortgagee. Where an institutional mortgagee of record obtains title to a condominium unit or where any other purchaser obtains such title as a result of the foreclosure by an institutional mortgagee of record, or where said institutional mortgagee or its designee accepts a deed to said condominium unit in lieu of foreclosure, such acquirer of the title, his heirs, legal representatives, successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium unit or chargeable to the former owners of such unit which became due prior to acquisition of title thereto as a result of the foreclosure and issuance of a Certificate of Title pursuant thereto, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be, if possible, collected from the proceeds of the mortgage sale, if any, which would otherwise accrue to the benefit of the unit owner against whom the foreclosure proceedings were maintained, or in the event there are not sufficient funds available for such purpose, then such unpaid share of common expenses or assessments shall be determined to be common expenses collectable from

all of the unit owners including such acquirer, his heirs, legal representatives, successors and assigns. The lien for assessments and/or dues due and payable after the recording of said Certificate or deed shall not be impaired and shall be effective as to the grantee of such Certificate of Title.

6.6 Rights of Construction Lender. If the lender which is providing the funds to construct the condominium shall foreclose the lien of its mortgage or shall accept a deed in lieu of foreclosure to itself or its designee, such lender or its designee shall succeed to the rights of and enjoy all of the benefits of the original Developer hereunder.

7. Association. The operation of the condominium shall be by Oceans West One Condominium Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Membership. The Developer and all persons hereafter owning a vested present interest in the fee simple title to any of the units shown on the exhibits hereto and which interest is evidenced by recording of a proper instrument in the Public Records of Volusia County, Florida, shall automatically be members and their membership shall automatically terminate when they no longer own such an interest.

7.2. Voting rights. There shall be a total of 249 votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owners of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where a condominium unit is owned by the Association no vote shall be allowed for such condominium unit. Where a condominium unit is owned by a corporation or by more than one person, the entity or all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, filed with the Association, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit until such authorization shall have been changed in writing. The term "owner" as used herein shall be deemed to include the Developer.

7.3. Articles of Incorporation. The Articles of Incorporation of the Association are attached as Exhibit C.

7.4. The By-Laws of the Association shall be the By-Laws, a copy of which are attached as Exhibit D.

7.5. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.6. Roster of unit owners, mortgagees and garage parking space arrangements.

a. Owners of units. The Association shall maintain a roster of names and mailing addresses of unit owners. The roster shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each unit owner shall furnish to the Association a copy of the record evidence of his title, which evidence shall entitle the unit owner to be included in the roster if his ownership has been approved by the Association in the manner elsewhere required. Such roster shall show the name and mailing address of the individual designated in writing by the unit owner as entitled to cast the vote assigned to the unit on behalf of the owners.

b. Mortgagees. The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a unit in the condominium of which notice is given to the Association. This notice shall consist of a copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

c. Garage parking space assignments. The Association shall maintain a roster that shall contain a listing of the garage parking space assigned to each unit, which shall list each unit in numerical order and show the parking space assigned to it and separately list each parking space in numerical order and show the unit number to which it is assigned.

7.7. Restraint upon assignment of shares in assets. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

7.8. Approval or disapproval of matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

8.1. Purchase; named insured; custody and payment of policies.

a. Purchase. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

b. Named insured. The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon units covered by the policy whether or not the mortgagees are named. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

c. Custody of policies and payment of proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association, and all policies and endorsements on them shall be held by the Association.

d. Approval of company issuing and form of policies, etc. Each policy shall be in a form and amount and written by an insurance company approved by the institutional mortgagee having the greatest number of mortgages in the condominium and, if there are no institutional mortgages, by the Board of Directors of the Association. A copy of each policy shall be furnished each institutional mortgagee.

8.2. Coverage.

a. Casualty. The Condominium building and all units and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement values. The coverage shall exclude foundation and excavation costs, that part of the value of each unit occasioned by special improvement not common to units otherwise comparable in construction and finish, and all increases in value of units occasioned by alterations, betterments and further improvement. All personal property included in the common elements shall be covered by such insurance. Values of insured property shall be determined annually by the Board of Directors of the Association after receiving the advice of the insurance carrier writing the insurance. Insurance coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief. The bailee liability, if any, of the Association to unit owners shall be insured. The policy coverages shall include fixtures, improvements and alterations comprising a part of the building and refrigerators, air conditioners, cooking ranges, dishwashers and clothes washers and dryers, contained within units, and owned by the named insured or unit owner, all while at the designated premises. The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slabs, and inside paint and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to

(a) subrogation against the Association and against the unit owners individually and as a group;

(b) the pro-rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(c) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

b. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

c. Worker's compensation policy to meet the requirements of law.

d. Officer and Directors indemnification insurance as provided in the By-Laws.

e. Fidelity Bond. Fidelity bonding of all officers and directors of the Association who control or disburse the funds of the Association in such amount as may be determined by the Board of Directors, or, in the event insurance proceeds are payable to the Association as provided in Section 8.4 of this Declaration, then such fidelity bonding shall be increased by the amount of the insurance proceeds and maintained at such amount until such proceeds have been disbursed in the manner elsewhere stated in this instrument at which time the Board of Directors may again determine the amount.

f. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Evidence of the payment of premiums shall be furnished by the Association to each mortgagee listed in the roster of mortgagees. In the event the Association fails to procure such insurance and pay the premiums, the mortgagee with the greatest number of mortgages in the condominium shall have the right to order and pay for such policies and be subrogated to the assessment and lien rights of the Association for such payment.

8.4. Insurance proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. Such insurance policies shall contain a provision that the proceeds covering property losses shall be paid over to the Association only after the Association has provided proof that the fidelity bonding of the officers and directors of the Association has been increased by the amount of such proceeds. The duty of the Association shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees.

a. Unit owners - an undivided share for each unit owner, that share being the same as the undivided share in the common elements appurtenant to his unit.

b. Mortgagees. In the event the Association has notice of a mortgage on the 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, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the unit owner and mortgagee.

8.5. Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction or repair after casualty."

8.6. Association as agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7. Benefit of mortgagee. Certain provisions in this section entitled "Insurance" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by that mortgagee.

9. Reconstruction and repair after casualty.

9.1. Determination whether to reconstruct and repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

a. Lesser damage. If units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association after receiving the opinion of the mortgagee with the greatest number of mortgages in the condominium and receiving the opinion of an architect licensed to practice in this State, to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

b. Major damage. If units to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association after receiving the opinion of the mortgagee with the greatest number of mortgages in the condominium and receiving the opinion of an architect licensed to practice in this State, to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(2) The notice shall call a meeting of unit owners to be held within thirty (30) days from the mailing of the notice.

(3) If the reconstruction and repair is approved at the meeting by the owners of 75% of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without requirement of agreement as elsewhere provided. Mortgagees holding mortgages on any of the units may appear at such meeting in person or by a representative and express their views.

(4) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(5) The expense of this determination shall be assessed against all unit owners as a common expense.

c. Certificate. The unit owners may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed and repaired.

9.2. Report of damage. If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Association on account of the damage, a report of the damage shall be submitted by the Association to the unit owners and mortgagees as shown by the records of the Association. The report shall include the following information:

a. Date and cause of damage.

b. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

c. Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

d. Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.

e. Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.

f. The report of damage shall be substantiated by an attached report of an architect qualified to practice in this state.

9.3. Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided in the section entitled "Maintenance, alteration and improvement."

9.4. Plans and specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits; or, if not, then according to plans and specifications approved by the Board of Directors of the Association, and, if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all units the plans for which are to be altered.

9.5. Assessments; determination of sufficiency of funds.

a. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the

funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

b. Determination of sufficiency of funds. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed $10,000, the sufficiency of funds to pay the costs shall be determined by the Board of Directors of the Association and the sums paid upon the assessments shall be held by the Association. If the estimated costs exceed $10,000, the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in Florida and employed by the Association to supervise the work, and the sums paid upon the assessments shall be held by the Association.

9.6. Disbursement of funds. The funds held by the Association after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:

a. Termination of the condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners as deemed appropriate by the Association in the amounts certified by the Association, remittances to unit owners and their mortgagees being made payable jointly to them.

b. Reconstruction and repair of damage. If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:

(1) By Association - damages of $10,000 or less. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed $10,000, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than $10,000 if the damaged property includes structural parts of a building, or if requested by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds.

(2) By Association - damage of more than $10,000. If the estimated costs of reconstruction and repair that is the responsibility of the Association exceed $10,000, the funds shall be disbursed in payment of these costs in the manner required by the Board of Directors of the Association; provided, however, that an architect qualified to practice in Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

(3) By unit owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsiblity for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.

c. Reliance upon certificates. The Board of Directors of the Association shall make a determination as to the existence of certain facts upon which the distribution of funds is conditioned and a certificate of the Association executed by its present and secretary, copies of which shall be provided to each unit owner and their mortgagees, stating:

(1) Whether the damaged property will be reconstructed and repaired or the condominium terminated.

(2) Whether or not assessments will be made against unit owners.

(3) That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.

(4) The names of unit owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a unit owner, the Association also shall name the mortgagee as payee of any distribution of insurance proceeds to a unit owner.

d. Proviso. Provided, however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair:

(1) When the report of damage shows that the damaged property includes structural parts of a building.

(2) When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceed $10,000.

(3) If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.

9.7. Benefit of mortgagees. Certain provisions in the section entitled "Reconstruction or repair after casualty" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.

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

10.1. Units. Each of the units shall be occupied on a permanent basis by only one family, its servants and guests, and used as a residence and for no other purpose. "Family" as used herein shall have the meaning set forth in the Code of Ordinances of the City of Daytona Beach Shores, Florida, Section 200.00(36)(1977).

10.2. Common elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units by their occupants.

10.3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

10.4. Exterior appearance. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any apartment balcony or common element. Nothing shall be hung or displayed on the outside walls of the apartment building and no awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association. No materials of any nature or description including but not limited to window film for sun and heat control may be affixed, adhered or otherwise caused to remain on the interior or exterior of any apartment window or door. All draperies and curtains of each apartment must be lined with a white material so that the windows and doors, when viewed from the exterior of the building will have a uniform and attractive appearance, and all exterior wall surfaces of the condominium will be painted white.

10.5. Lawful use. No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.6. Leasing. Entire units may be rented provided the occupancy is by only one family, its servants and guests, provided that said leasing shall be for a term of not less than two (2) months. No rooms may be rented, except as a part of an apartment or to another apartment owner, and no transient tenants may be accommodated except that Developer reserves the right to use units owned by it for temporary lodging for officers, guests and customers of Developer, its parent corporation and other subsidiaries.

10.7. Regulations. Reasonable regulations concerning the appearance and use of condominium property may be made and amended from time to time by the Association in a manner provided by its Articles of Incorporation and By-Laws. Copies of those regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium upon request.

10.8. Proviso. Provided, however, that until Developer has closed the sales of all of the units and of the condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the sale of the units. Developer may make such use of the unsold units and common areas without charge as may facilitate the sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. Maintenance of community interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each unit owner covenants to observe:

11.1. Transfers subject to approval.

a. Sale. No unit owner of a unit may dispose of a unit or any interest in a unit by sale without approval of the Association except to the owner of another unit.

b. Lease. No unit owner may dispose of a unit or any interest in a unit by lease for a term longer than one (1) year without approval of the Association except to the owner of another unit.

c. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association. Section 11, however, shall not apply to gifts by a unit owner to a member of his immediate family (viz. spouse, children or parents).

d. Other transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, other than by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

11.2. Approval by Association. The approval of the Association that is required for the transfer of ownership of units shall be obtained in the following manner:

a. Notice to Association.

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

(2) Lease. A unit owner intending to make a bona fide lease of a unit for a term longer than one (1) year shall give to the Association notice of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gifts and other transfers. A unit owner intending to make a gift of a unit or any interest in a unit, and a unit owner who has obtained his title by gift, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing a transferee's title.

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

(5) Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the regulations, but not to exceed $50, to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of assessment.

b. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the Public Records of Volusia County, Florida at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease for a term longer than one (1) year, then within fifteen (15) days after receipt of the notice

and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Volusia County, Florida at the expense of the lessee.

(3) Gifts and other transfers. If the notice is of an intended gift or the unit owner giving notice has acquired his title by gift, or in any other manner not previously approved by the Association, then within fifteen (15) days after receipt of the notice and information the Association must either approve or disapprove the donee or the continuance of the transferree's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the Public Records of Volusia County, Florida at the expense of the unit owner.

c. Approval of corporate owner or purchaser. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the approval of ownership of a unit by a corporation may be conditioned by requiring that all persons designated in writing from time to time by such corporation as authorized to occupy the unit be approved by the Association. Occupancy by persons not so approved for a period of over one week shall be a violation of this declaration.

11.3. Disapproval by the Association. If the Association shall disapprove a transfer or ownership of a unit, the matter shall be treated in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within fifteen (15) days after receipt of the notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:

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

(2) The purchase price shall be paid in cash, or upon terms approved by the seller.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if it is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction as contained in the unit owner's original notice of intent to sell shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.

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

c. Gifts and other transfers. If the notice is of a proposed gift, the unit owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the unit owner giving notice has acquired his title by gift, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The unit owner shall be obligated to sell the unit to the purchaser upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the unit owner and purchaser within thirty (30) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the unit owner.

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Volusia County, Florida, at the expense of the unit owner.

11.4. Exceptions. The foregoing provisions of the section entitled "Maintenance of community interests" shall not apply to:

a. a transfer to or purchase by an institutional lender or its designee that acquires its title as the result of owning a mortgage upon the unit concerned, whether the title is acquired by deed from the mortgagor, his successor or assigns, or through foreclosure proceedings;

b. a transfer, sale or lease by an institutional lender that so acquires its title;

c. a transfer to a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale;

d. a mortgage or transfer to or a purchase or other acquisition by Developer, or a lease, mortgage, sale or transfer by Developer;

e. a gift by a unit owner to a member of his immediate family (viz. spouse, children or parents).

f. title acquired by devise or inheritance.

11.5. Unauthorized transactions Any sale, lease for a term in excess of one (1) year or assignment of lease for a term in excess of one (1) year that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. Compliance and default. Each unit owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association and the By-Laws and Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Board of Directors of the Association is hereby granted the authority to appoint a committee or committees of unit owners for the purpose of implementing and enforcing the terms of these documents and regulations under the rules of procedure contained in the By-Laws. The Association and unit owners shall be entitled to the following relief in addition to the remedies provided by The Condominium Act:

12.1. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that that expense is not met by the proceeds of insurance carried by the Association.

12.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the requirements of The Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

12.3. No waiver of rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of The Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Except as elsewhere provided, this Declaration of Condominium may be amended in the following manner:

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

13.2. Adoption. A resolution for the adoption of a proposed amendment may be proposed at any regular or special meeting of the Association called in accordance with the By-Laws at which a quorum is present. Such amendment may be proposed by either the Board of Directors of the Association or by the members at a meeting of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing signed by the individual designated to cast the vote for the unit as provided in Section 7.2 of this declaration, providing that approval is delivered to the secretary at or prior to the meeting.

a. Except as elsewhere provided, the approvals must be either by

(1) not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the total number of votes to which the unit owners present and voting shall be entitled; or

(2) not less than 75% of the votes of the entire membership of the Association; or

(3) not less than 50% of the entire membership of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

(a) To correct misstatements of fact, typographical or clerical errors in the Declaration and its exhibits.

(b) To change the boundaries between units in the manner elsewhere stated provided the amendment is signed and acknowledged by the owners, lienors and mortgagees of the units concerned.

(c) To adopt amendments of Sections 8 and 9 entitled "Insurance" and "Reconstruction and repair after casualty" that are reasonably required by insurors or mortgagees of condominium property.

b. Until such time as the unit owners other than the Developer are entitled to elect a majority of the directors, Developer reserves the right, with the consent of the record owner of all mortgages, to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration.

13.3. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; and no amendment shall change the configuration or size of any condominium 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 unless the record owner of the unit and the record owners of all mortgages on the unit join in the execution of the amendment and unless the record owners of two-thirds of all of the other units approve the amendment. Neither shall an amendment make any change in Sections 8, 9, 11 and 13 entitled "Insurance", "Reconstruction or repair after casualty", "Maintenance of community interests" and "Amendments" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

13.4. Execution and recording. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Volusia County, Florida.

14. Termination. The condominium may be terminated in the following ways in addition to the manner provided by The Condominium Act:

14.1. Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership thereby will be terminated without agreement.

14.2. Agreement. The condominium may be terminated by approval in writing of all record owners of units and all record owners of mortgages on units.

14.3. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Volusia County, Florida.

14.4. Shares of owners after termination. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. The undivided shares of the unit owners shall be the same as the undivided shares of the common elements appurtenant to the owners' units prior to the termination.

14.5. Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

15. Turnover of Association control to unit owners other than Developer.

15.1. Turnover of Control. At such time as the unit owners other than Developer elect a majority of the Directors of the Association as provided in Article IV, Section 2.e. of the By-Laws of the Association, the Developer shall be responsible to deliver to the Association all contributions to the condominium Association's working capital as provided in the Purchase Agreement and paid to the Association under the control of the Developer at the time of closing less prepaid items which shall be pro-rated as of the date of turnover. It shall be the responsibility of the Developer to see that the contribution to working capital paid by each unit owner at the closing of the sale by Developer is paid over to the Association.

15.2. Manager's Apartment. At the time of the turnover of control of the Association to the unit owners other than Developer, the Developer shall deliver, and the Association will accept delivery of a Warranty Deed covering Unit 1C1 from Oceans One West, Inc. to Oceans West One Condominium Association, Inc. (a non-profit Florida corporation), subject to such deed restrictions prohibiting subsequent transfer of the unit as Developer may impose, and subject to a first mortgage securing a promissory note in the principal amount of $100,000.00 plus interest at twelve (12%) percent payable to Bellemead Development Corporation. The said principal and interest shall be payable in nine (9) equaly annual installments of $18,767.89 each, commencing one year from the date of turn over of control of the Association to unit owners other than Developer, and continuing on the same day of each year thereafter until said principal and interest are fully paid, said payments to be applied first to the payment of interest on the principal indebtedness due from time to time, at the rate above mentioned, with full right of prepayment without penalty in whole or in part, at any time or times.

16. Cable television. The Developer during construction or after completion, as evidenced by issuance of a certificate of occupancy by the appropriate authority, or the Association, by action of its Board of Directors, is authorized to enter into agreements to provide cable television service, to be given to the owners or occupants of units of the condominium, upon such terms and conditions as the Developer or the Board of Directors shall approve, including but not limited to the authority of the Association to enter into a service contract for such service to all units of the condominium in which case the cost shall be treated as a common expense. This authority shall be liberally construed to allow the placement of cables, equipment and all necessary adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the condominium property as the Developer or Board of Directors shall approve to effectuate the intentions of this paragraph. In the event service to all units is not provided, unit owners shall have the right to have cable television service extended and provided within their units without action of the Board of Directors and such services may be brought to the unit owners requiring or desiring such service over the common elements of the condominium and as other utility services may be extended to the condominium units, providing that such installation shall not be unsightly and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them. Nothing in this paragraph shall be construed to impose upon the Developer or any other person, either real or corporate, the obligation to provide or install cable television facilities in this condominium, nor to prohibit such installation. Unit owners are prohibited from installing any type of antenna on the roof or on any part of the exterior of the condominium.

17. Pets - Limitation or Prohibition. The condominium Association, acting through its Board of Directors, may impose regulations, restrictions or limitations upon the keeping of pets and may appoint a committee for the purpose of enforcing such regulations in accordance with rules of procedure as contained in the By-Laws. Such regulations, restrictions or limitations may not prohibit a unit to keep up to two (2) domestic pets such as dogs or cats which normally require access to the outside provided the total weight of such pets does not exceed twenty (20) pounds at maturity. This provision may not be amended except on the affirmative vote of seventy-five percent (75%) of the unit owners in the manner for amendments as elsewhere provided in this instrument.

18. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation of the Association, the By-Laws and Regulations of the Association, shall not affect the validity of the remaining portions.

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

Signed, sealed and delivered
in the presence of:

OCEANS ONE WEST, INC.

By: _____
Vice President

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John Collins and Edward R. Clark, well known to me to be the President and Secretary, respectively, of the corporation named as Oceans One West, Inc. in the foregoing Declaration of Condominium, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 2nd day of May, 1983.

_____
Notary Public, State of Florida at Large.
My commission expires:
NOTARY PUBLIC, State of Florida at Large
My Commission Expires September 13, 1986

CONSENT OF MORTGAGEE

BANKERS TRUST COMPANY, a New York banking corporation, the owner and holder of a mortgage encumbering the land described in Exhibit A and in Exhibit B, Sheet 1, attached to the Declaration of Condominium of Oceans West One, a Condominium, to which this Consent is attached, hereby consents to the execution and recording of the said Declaration and agrees that the lien of its mortgage, dated November 18, 1981, and recorded on November 19, 1981, in Official Records Book 2312, Pages 1754 through 1767, Public Records of Volusia County, Florida, and modified by First Modification of Mortgage dated November 11, 1982, and recorded on November 19, 1982, in Official Records Book 2402, Pages 1592 through 1594, Public Records of Volusia County, Florida, and that the lien of said mortgage upon the lands described in Exhibit A and Exhibit B, Sheet 1, attached to the Declaration of Condominium shall be subordinate to said declaration and it shall be a lien upon all of the condominium parcels of Oceans West One, a Condominium, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, the common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by Bankers Trust Company or the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed for the purpose of complying with and pursuant to Section 718.104(3), Florida Statutes.

Executed this 23rd day of November, 1983.

Signed, sealed and delivered in the presence of:

Barbara E. Dietz

BANKERS TRUST COMPANY

By: _____ Its President

Attest: _____ Its Secretary

"MORTGAGEE"

(Corporate Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing Consent of Mortgagee was acknowledged before me by _____ and Richard Lowry, being the President and Secretary of Bankers Trust Company, and they acknowledge that they executed the same on behalf of said corporation.

_____
Notary Public
My commission expires:

Notary Seal)

RHODA A. LONDON
Notary Public, State
No. 31-40
Qualified in New York

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

Legal Description of Land

Condominium Tract One of Oceans West, A Planned Unit Development as per map in Map Book 38, Pages 66 through 71, Public Records of Volusia County, Florida, and being described as:

Part of Block "F", McElroy's Belleview Subdivision as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows:

From a point of reference being a point 1,111 ft., more or less West and 25 ft. North of the Southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the Easterly line of South Peninsula Drive, an 80 ft. street as presently established, run thence N 21°48'00" W along said Easterly line, a distance of 308.62 ft. to a point; thence departing said Easterly line of South Peninsula Drive, run thence N 65°33'14" E, 113.68 ft. to the POINT OF BEGINNING; thence continue N 65°33'14" E, 314.00 ft. to a point; thence N 24°26'46" W, 460.17 ft. to a point; thence S 65°33'14" W, 314.00 ft. to a point; thence S 24°26'46" E, 460.17 ft. to the POINT OF BEGINNING; containing 3.32 acres more or less.

EXHIBIT A
to
Declaration of Restrictions, Reservations
Covenants, Conditions and Easements
Oceans West One, A Condominium

MAP BOOK 39 PAGE 12

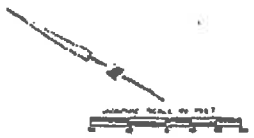
OCEANS WEST ONE

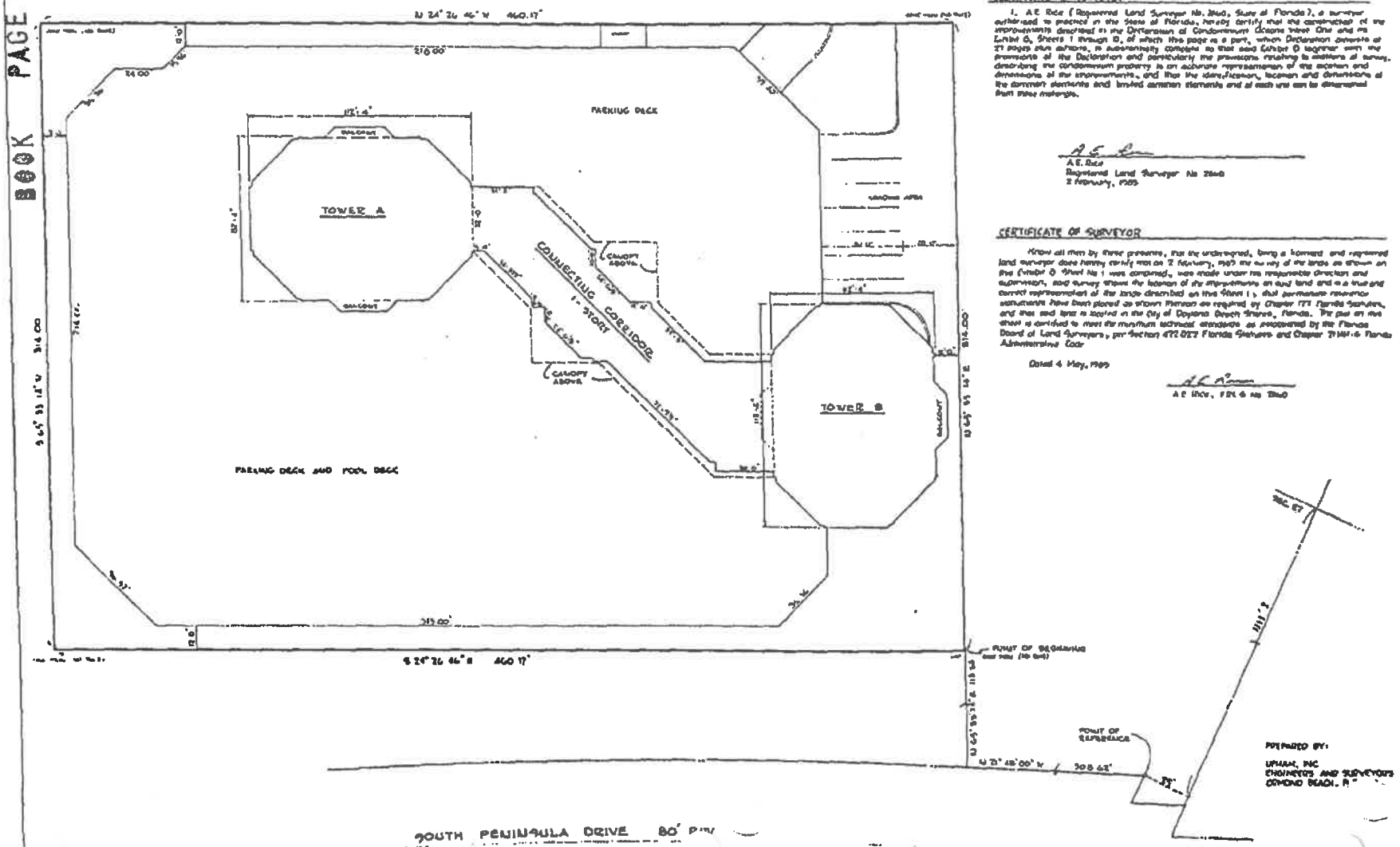
EXHIBIT "B" SHEET NO. 1

CONDOMINIUM TRACT ONE OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT, AS PER MAP IN MAP BOOK 38, PAGES 66 THROUGH 71, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING DESCRIBED AS

PART OF BLOCK "F", McELROY'S BELLEVIEW SUBDIVISION AS RECORDED IN MAP BOOK 11, PAGE 78, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING A POINT 1 III FT., MORE OR LESS WEST AND 25 FT NORTH OF THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 33 EAST, BEING ALSO A POINT ON THE EASTERLY LINE OF SOUTH PENINSULA DRIVE, AN 80 FT STREET AS PRESENTLY ESTABLISHED, RUN THENCE N 21° 48' 00" W ALONG SAID EASTERLY LINE, A DISTANCE OF 308.62 FT. TO A POINT, THENCE DEPARTING SAID EASTERLY LINE OF SOUTH PENINSULA DRIVE, RUN THENCE N 65° 33' 14" E, 113.48 FT TO THE POINT OF BEGINNING, THENCE CONTINUE N 65° 33' 14" E, 314.00 FT TO A POINT, THENCE N 24° 26' 46" W, 460.17 FT. TO A POINT, THENCE S 65° 33' 14" W, 314.00 FT. TO A POINT, THENCE S 24° 26' 46" E, 460.17 FT. TO THE POINT OF BEGINNING; CONTAINING 3.32 ACRES MORE OR LESS.





CERTIFICATE OF SURVEYOR

I, A.E. Rice (Registered Land Surveyor No. 2640, State of Florida), a surveyor authorized to practice in the State of Florida, hereby certify that the construction of the improvements described in the Declaration of Condominium of Oceans West One and as Exhibit B, Sheets 1 through 8, of which this page is a part, which Declaration contains at 71 pages plus exhibits, is substantially complete so that said Exhibit B together with the provisions of the Declaration and particularly the provisions relating to matters of survey, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and limited common elements and of each unit can be determined from these materials.

A.E. Rice
Registered Land Surveyor No. 2640
2 February, 1989

CERTIFICATE OF SURVEYOR

Know all men by these presents, that the undersigned, being a licensed and registered land surveyor does hereby certify that on 2 February, 1989 the survey of the lands as shown on the Exhibit B Sheet No. 1 was completed, was made under my responsible direction and supervision, and survey shows the location of the improvements on said land and is a true and correct representation of the lands described on this Sheet 1; that permanent reference monuments have been placed as shown thereon as required by Chapter 177 Florida Statutes, and that said land is located in the City of Daytona Beach Shores, Florida. The plat on this sheet is certified to meet the minimum technical standards as prescribed by the Florida Board of Land Surveyors, pursuant to Section 472.027 Florida Statutes and Chapter 21HH-6 Florida Administrative Code

Dated 4 May, 1989

A.E. Rice, Fla. Reg. No. 2640

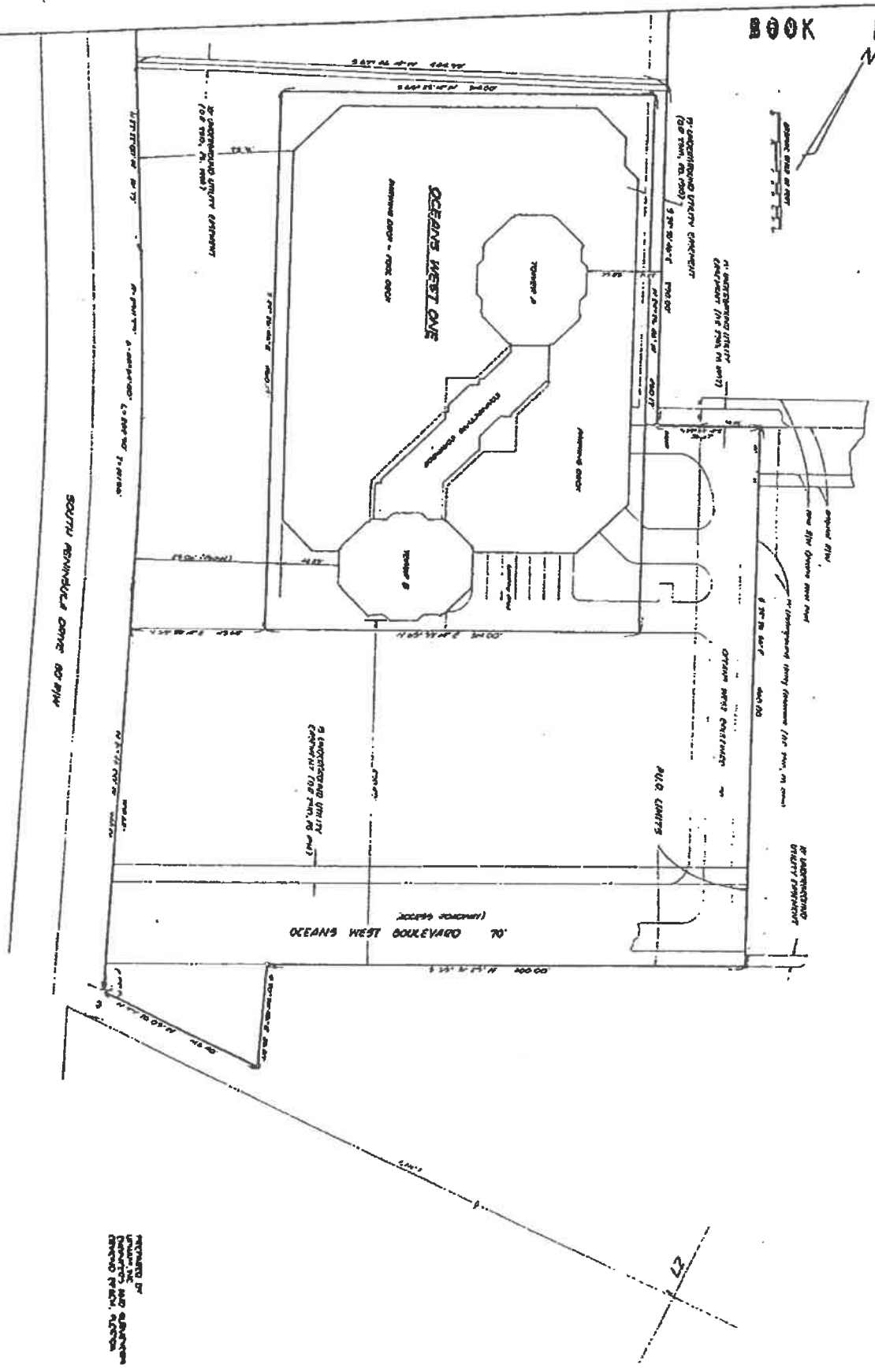
PREPARED BY:
UPHAM, INC
ENGINEERS AND SURVEYORS
ORMOND BEACH, FL

2453 0958 BOOK PAGE

51.

51.

BOOK PAGE



OCEANS WEST ONE

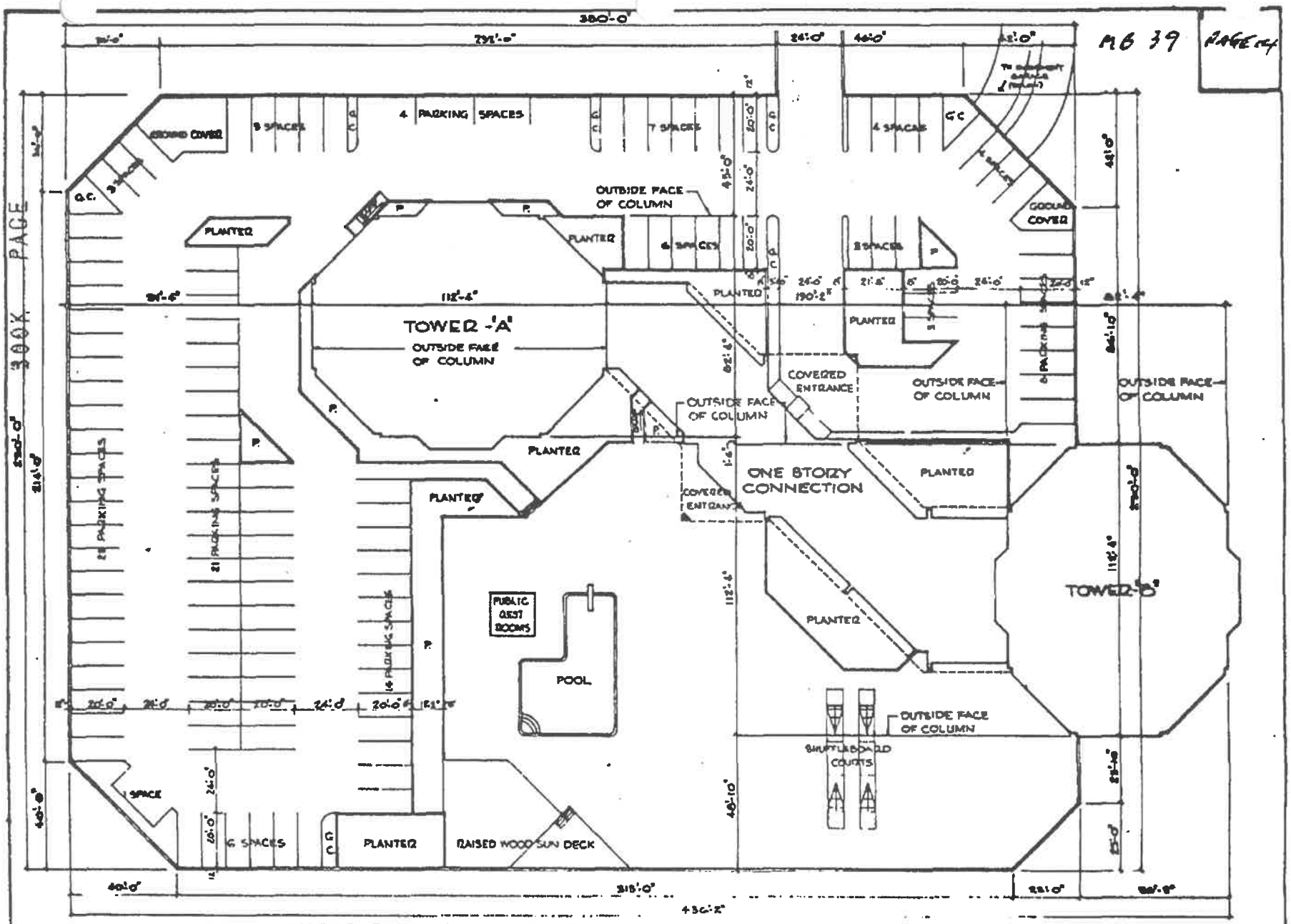
EXHIBIT "B" SHEET NO.2

MAP BOOK 39 PAGE 13

2453 0960 53.

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MB 39 PAGE 14



UPPER PARKING LEVEL PLAN

CERTICATE OF ARCHITECT

THE UNDERSIGNED BEING A LICENSED AND REGISTERED ARCHITECT AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT A SURVEY WAS MADE OF THE LAND SHOWN ON EXHIBIT "B", SHEET 1 AND FURTHER CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IS NOT SUBSTANTIALLY COMPLETE.

THIS 30 DAY OF MARCH 1981

L. W. Robinson

BY W. ROBINSON
FLA REG # 4664

OCEANS WEST ONE, A CONDOMINIUM

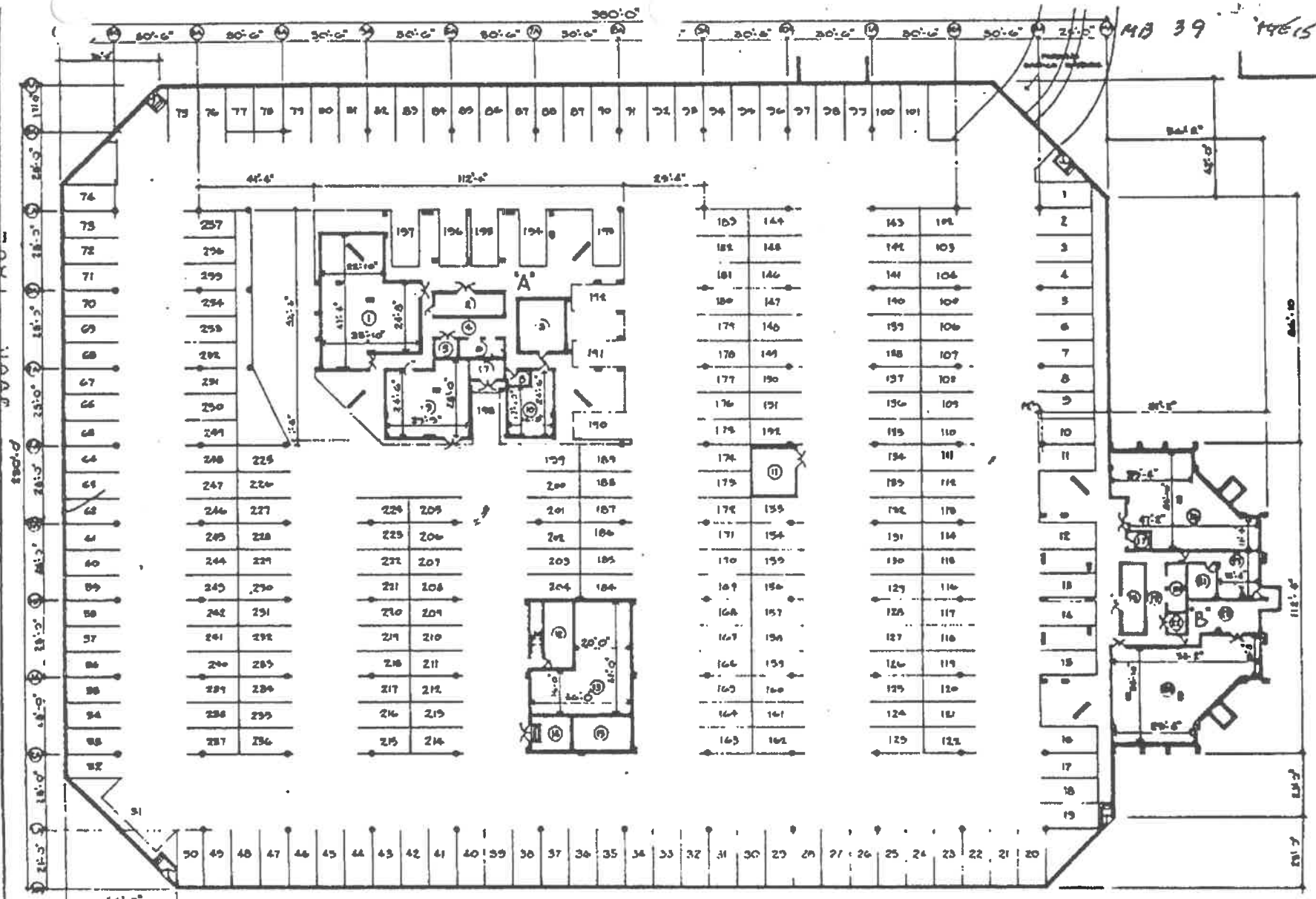
LARRY W. ROBINSON - ARCHITECT

EXHIBIT "B" SHEET NO 3 OF 10 SHEETS

53.

2453 U961
BOOK PAGE
54.
54.

MB 39 PAGE 15



ROOM LEGEND

Room	ROOM NAME	DIMENSIONS
	TOWER "A"	
1	STORAGE	SEE PLAN
2	TRASH ROOM	6'-0" x 24'-8"
3	STORAGE	18'-8" x 16'-10"
4	ELEVATOR LOBBY	7'-0" x 34'-0"
5	TELEPHONE ROOM	6'-8" x 7'-10"
6	ELEVATORS	6'-6" x 12'-2"
7	ELECTRICAL	7'-0" x 12'-3"
8	MAINTENANCE	6'-0" x 8'-8"
9	ICE PUMP ROOM	SEE PLAN
10	STORAGE	SEE PLAN

Room	ROOM NAME	DIMENSIONS
	MISCELLANEOUS	
12	TRANSFORMER RM	16'-8" x 16'-8"
13	POOL EQUIP ROOM	24'-0" x 10'-4"
14	VOID FOR POOL	SEE PLAN
15	PUMP ROOM	12'-0" x 14'-0"
16	WATER TANK ROOM	12'-0" x 21'-0"

Room	ROOM NAME	DIMENSIONS
	TOWER "B"	
17	STORAGE	SEE PLAN
18	MAINTENANCE	8'-0" x 6'-0"
19	TRASH ROOM	8'-0" x 24'-8"
20	ELEVATOR LOBBY	7'-0" x 34'-0"
21	ELEVATORS	6'-6" x 12'-2"
22	OFFICE	11'-4" x 12'-2"
23	TELEPHONE ROOM	6'-8" x 7'-10"
24	GENERATOR ROOM	25'-4" x 12'-0"
25	STC	SEE PLAN
26	STORAGE	SEE PLAN

OCEANS WEST ONE, A CONDOMINIUM

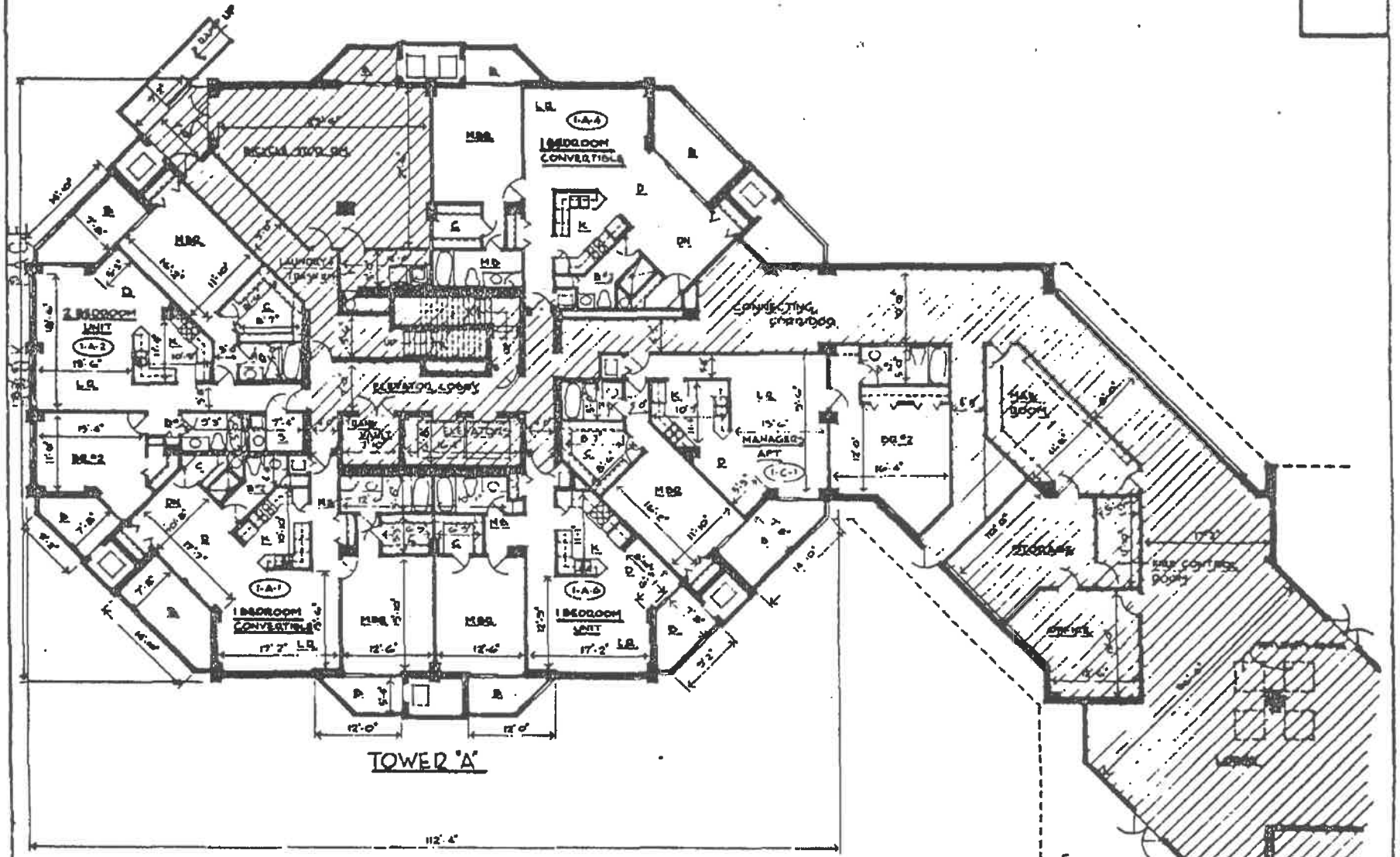
LARRY W ROBINSON - ARCHITECT

EXHIBIT "B" SHEET NO 4 OF 16 SHEETS

MB 39 PG 1C

2453 0962

55.



PARTIAL FIRST FLOOR PLAN (NORTH END)

OCEANS WEST ONE, A CONDOMINIUM

LARRY W ROBINSON • ARCHITECT

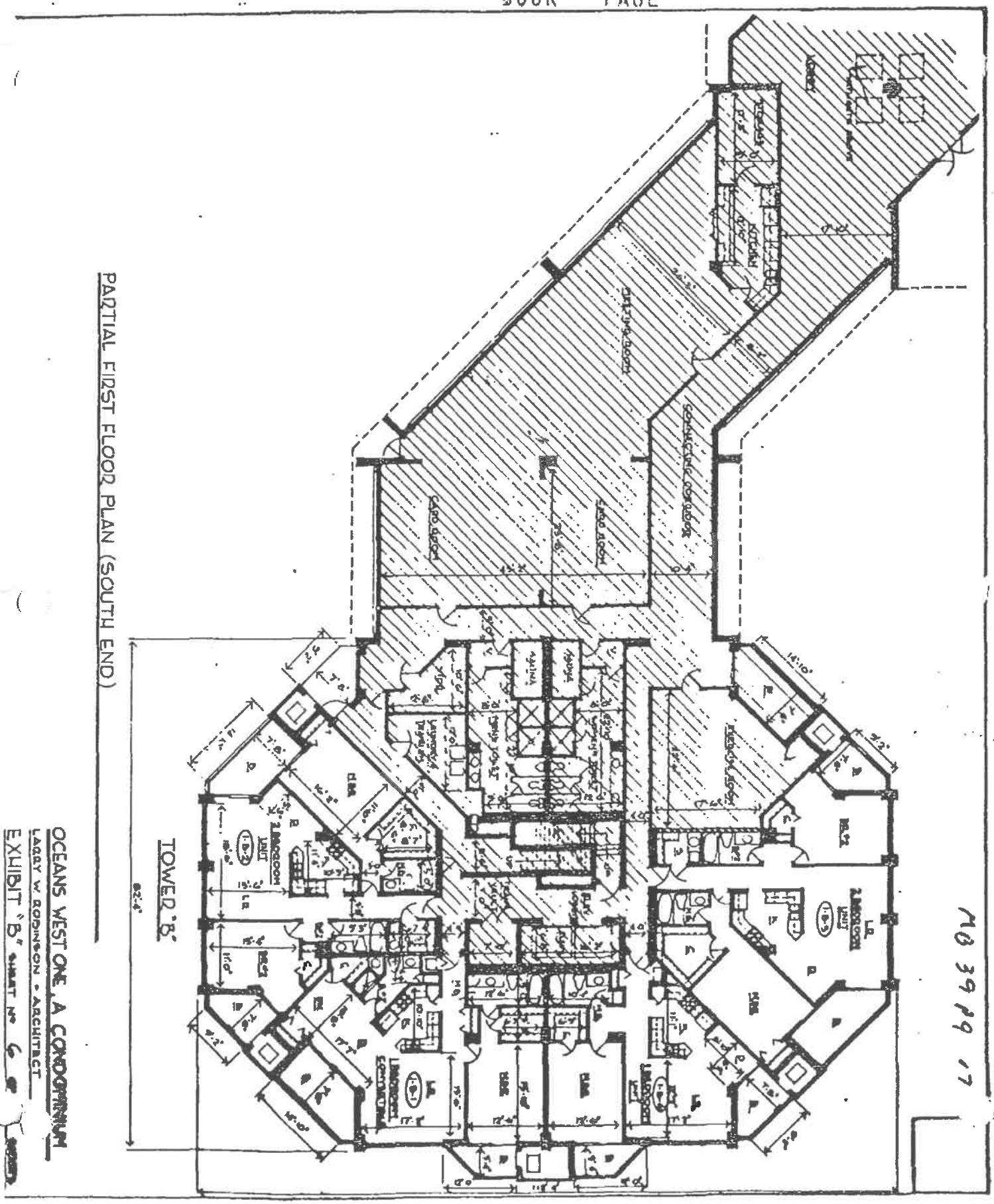
EXHIBIT "B" SHEET NO 5 OF

55.

2453 0963

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56.



PARTIAL FIRST FLOOR PLAN (SOUTH END)

TOWER "B"

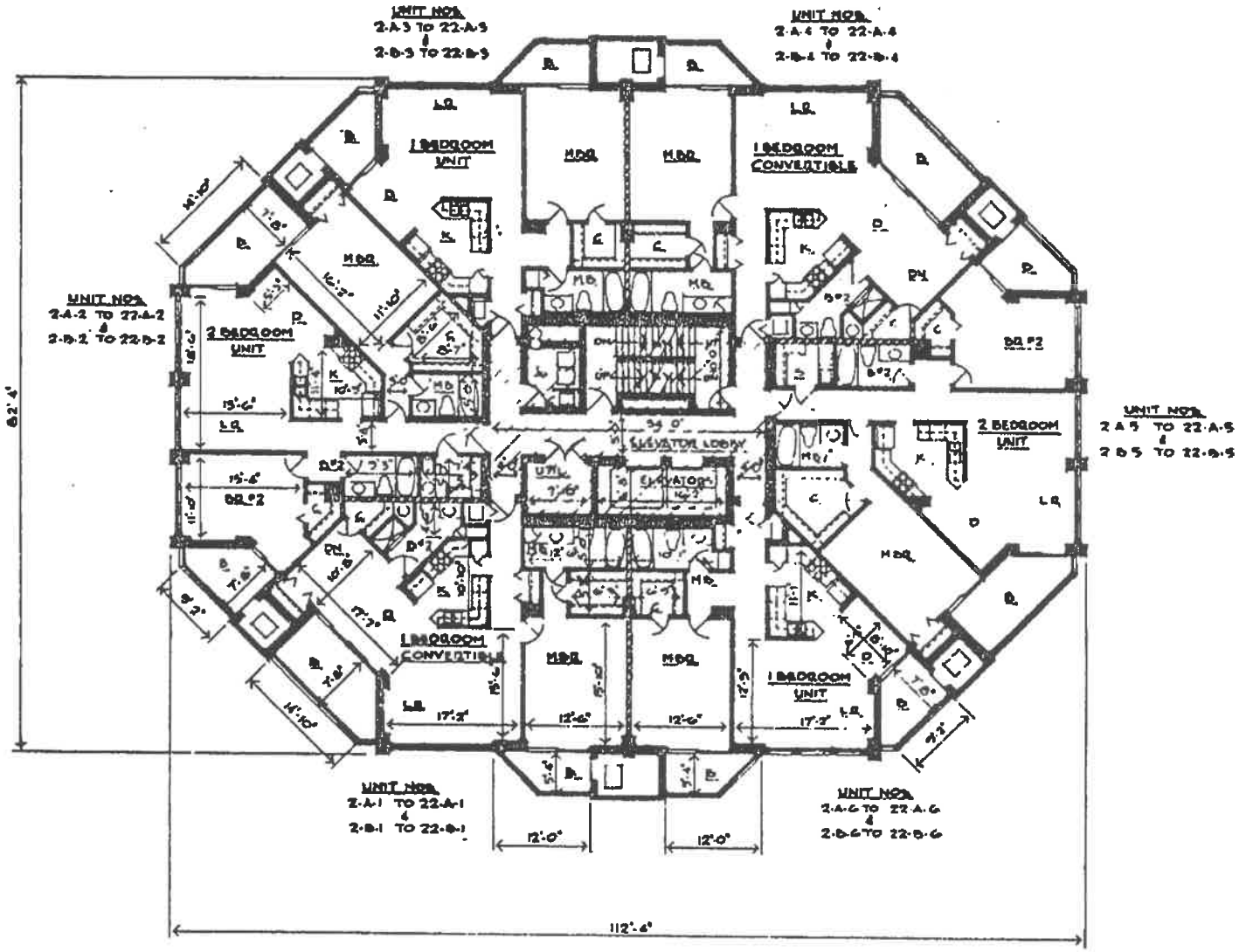
OCEANS WEST ONE, A CONDOMINIUM

LARRY W. ROBINSON - ARCHITECT

EXHIBIT "B" SHEET NO 6 OF

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TYPICAL FLOOR PLAN (TOWER "A" & TOWER "B")

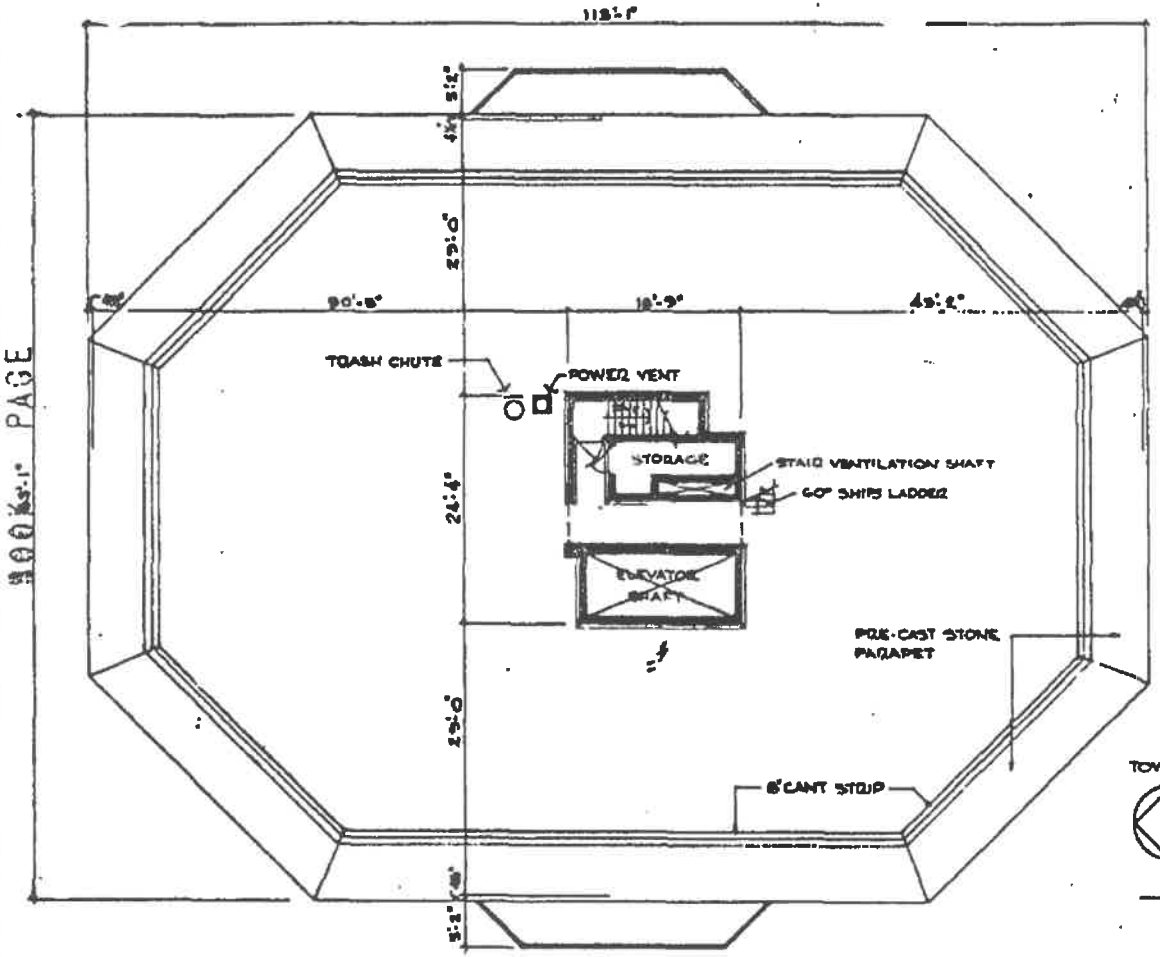
OCEANS WEST ONE, A CONDOMINIUM
LARRY W ROBINSON • ARCHITECT
EXHIBIT "B" SHEET NO 7

MB. 39 P 9 19

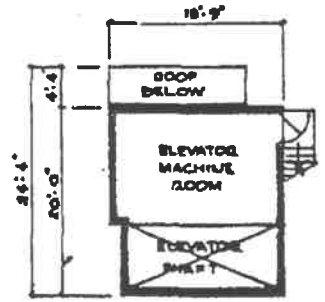
58.

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ROOF PLAN





REFERENCE NORTH

58.

OCEANS WEST ONE, A CONDOMINIUM

LARRY W ROBINSON - ARCHITECT

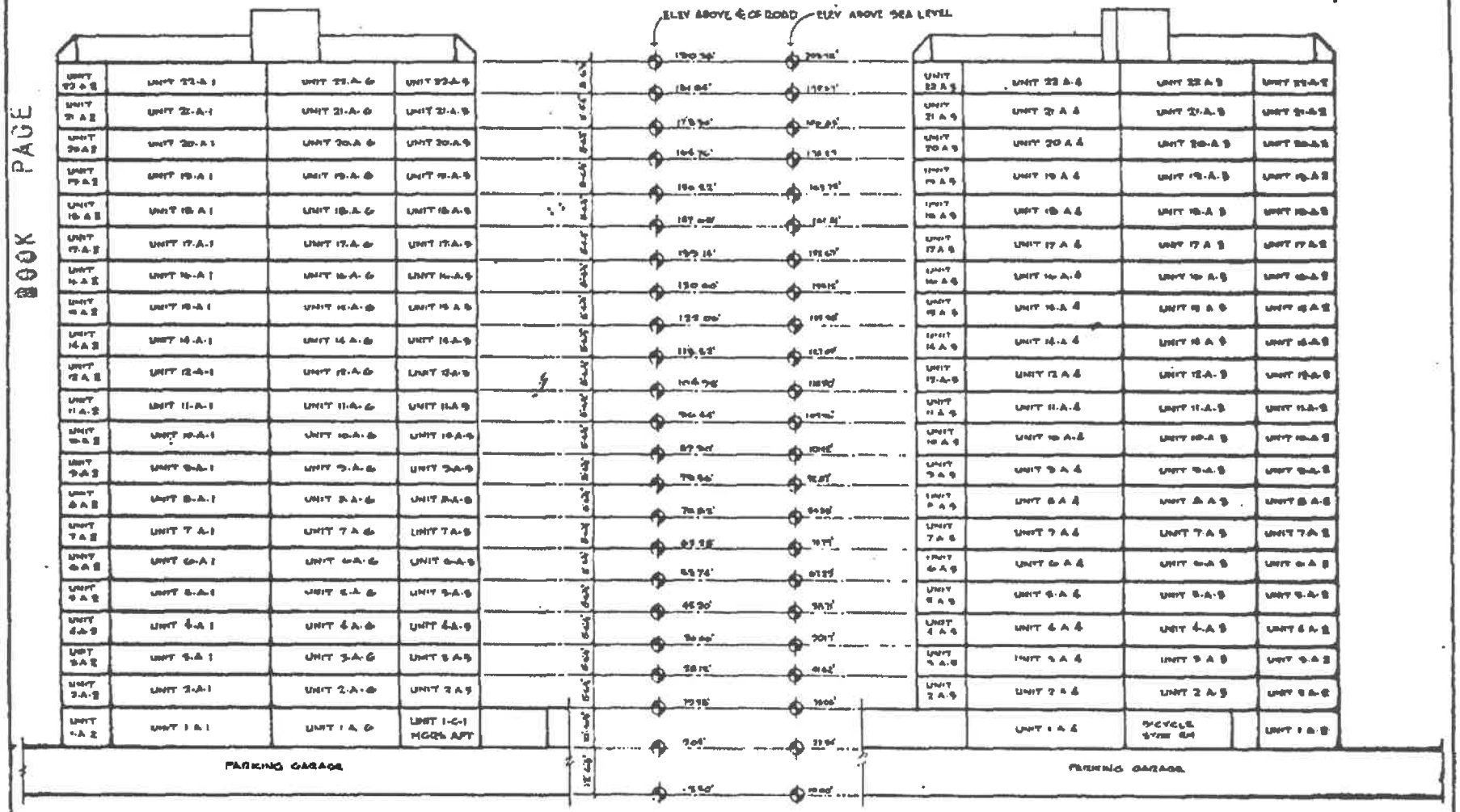
EXHIBIT "B" SHEET Nº 8 OF 10 SHTS

M139 P9 20

59.

2453 1966

BOOK PAGE



WEST SCHEMATIC ELEVATION - TOWER 'A' -

EAST SCHEMATIC ELEVATION - TOWER 'A' -

OCEANS WEST ONE, A CONDOMINIUM

LARRY W ROBINSON - ARCHITECT

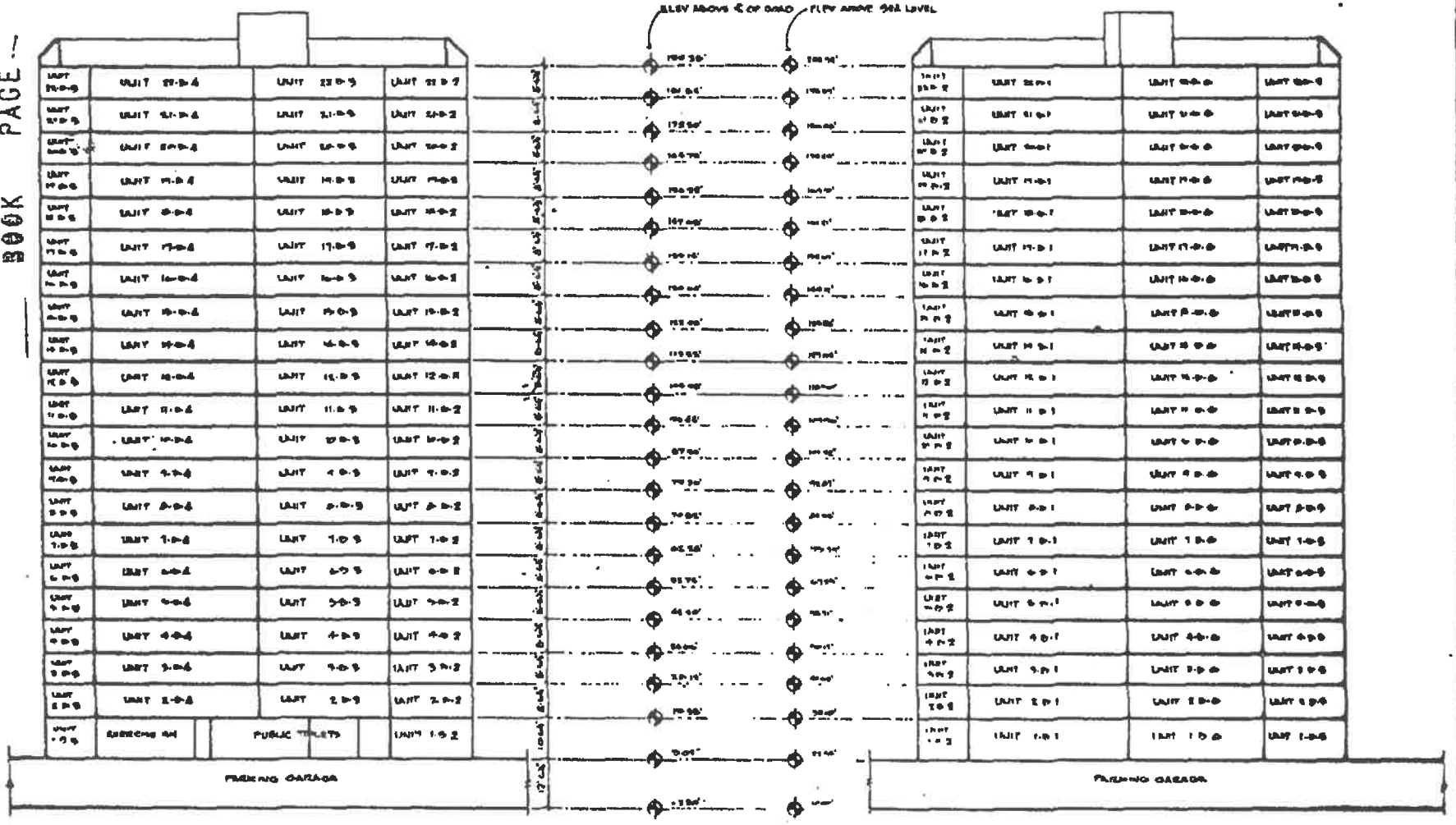
EXHIBIT "B" SHEET Nº 9 OF [illegible] SHEETS

59.

MB. 39 PG. 21

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NORTH SCHEMATIC ELEVATION - TOWER 'B' -

SOUTH SCHEMATIC ELEVATION - TOWER 'B' -

OCEANS WEST ONE, A CONDOMINIUM

LARRY W ROBINSON - ARCHITECT

EXHIBIT "B" SHEET No. 10 OF 10 SHEETS

89.

2467 1547

BOOK PAGE

89.

This Instrument Prepared By:
Roy E. Kinsey
Kinsey, Pyle, Williams & Tumbleson, P.A.
42 South Peninsula Drive
Daytona Beach, Florida 32018-4497

060991

JUL 11 1 54 PM '83

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
Oceans West One, a Condominium
One Oceans West Boulevard
Daytona Beach Shores, Florida 32018

THIS AMENDMENT made the 17th day of June, 1983, by Oceans One West, Inc., a Florida corporation, with the consent of Bankers Trust Company, a New York banking corporation;

WITNESSETH:

WHEREAS, the Developer, Oceans One West, Inc., has titled out to individual purchasers 6 of the 249 condominium units in the Oceans West One Condominium project as described in Declaration of Condominium, Oceans West One, a Condominium, dated May 2, 1983, and recorded May 25, 1983, in Official Records Book 2453, Pages 929 through 993, of the Public Records of Volusia County, Florida, and,

WHEREAS, Section 13.2.b of said Declaration reserves to the Developer, with the consent of the record owner of all mortgagees, the right to amend said Declaration until such time as the owners, other than the Developer, are entitled to elect a majority of the Directors, and Article IV, Section 2.e of the By-Laws of Oceans West One Condominium Association, Inc. (Exhibit D to said Declaration), provides for the election of a majority of the Directors only after a minimum of fifty (50%) percent of the units, that is, 125 units, have been sold and closed by the Developer, and,

WHEREAS, Developer is the owner of 243 units in the condominium, and,

WHEREAS, Bankers Trust Company, a New York banking corporation, is the owner and holder of a first mortgage lien covering all of the units in said condominium development except those units which have been titled out to individual purchasers, which units are not encumbered, and Bankers Trust Company is the only holder of first mortgages of record, and,

WHEREAS, the Developer, Oceans One West, Inc., with the consent of Bankers Trust Company, has the authority at this time to amend the Declaration of Condominium, Oceans West One, a Condominium, and,

WHEREAS, American Savings and Loan Association of Florida, as mortgage broker for Developer, has requested that this amendment be made in order to qualify the condominium to be eligible to participate in the Federal National Mortgage Association programs.

NOW, THEREFORE, Oceans One West, Inc., with the consent of Bankers Trust Company, hereby makes the following Amendment to said Declaration of Condominium, Oceans West One, a Condominium:

1. Amend Section 3.3 of the Declaration (Recorded in Official Records Book 2453, Page 931) by adding thereto the following language:

> "The Association has full right and authority to grant permits, licenses, and easements over the common areas for utilities, road rights-of-way, and other purposes reasonably necessary or useful for the proper maintenance and/or operation of the Condominium."

2. Amend Section 6.1 of the Declaration (Recorded in Official Records Book 2453, Page 936) by adding thereto the following language:

> "Each assessment against a unit is the personal obligation of the unit owner or owners at the time the assessment became due. Such personal obligation shall not pass to successors in title unless assumed by them or required by law."

3. Amend Section 6.3 of the Declaration (Recorded in Official Records Book 2453, Page 937) by adding thereto the following language:

> "The lien for unpaid assessments is and shall be subordinate to the lien of an institutional mortgage or a first mortgage which was recorded prior to the assessment becoming payable."

4. Amend Article XI of the By-Laws, Exhibit D to the Declaration (Recorded in Official Records Book 2453, Pages 991 and 992) by adding thereto Sections 3, 4, 5 and 6 as follows:

> "Section 3. Availability of Information. The Association shall make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration of Condominium and all amendments, the Articles of Incorporation of the Association and its By-Laws with all amendments, all condominium Rules and Regulations with amendments, and the books, records, accounts and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours at the condominium office or under other reasonable circumstances.
>
> Section 4. Financial Statements. Any holder, insurer or guarantor of a first mortgage is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.
>
> Section 5. Lender's Notices. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor of a mortgage and identifying the unit covered by the mortgage, any mortgage holder, or the insurer or guarantor of a mortgage shall be entitled to timely written notice of:

a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

b. Any delinquency of sixty (60) days in the payment of assessments or charges owed by the owner of any unit upon which it holds a mortgage.

c. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

d. Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 6. Benefit of Mortgagees. All of the provisions of this Article XI are for the benefit of mortgagees of condominium units, may be enforced by a mortgagee and may be amended or repealed only with the written consent of all mortgagees, however, additional provisions for the benefit of mortgagees may be added without such consent."

(Recording references refer to Official Record Books of the Public Records of Volusia County, Florida.)

IN WITNESS WHEREOF, Oceans West One, Inc., has executed the above and foregoing document this 17th day of June, 1983.

Signed, sealed and delivered in the presence of:

OCEANS ONE WEST, INC.

By: _____ (SEAL)
John Collins, Vice President

Attest: _____ (SEAL)
Edward R. Clark, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN COLLINS and EDWARD R. CLARK, well known to me to be the Vice President and Secretary, respectively, of the corporation named as OCEANS ONE WEST, INC., in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 17th day of June, 1983.

Notary Public, State of Florida at Large.
My commission expires

Notary Public, State of Florida at Large
My Commission Expires Dec. 2, 1983
Bonded by American Fire & Casualty Company

94.

CONSENT OF MORTGAGEE

BANKERS TRUST COMPANY, a New York banking corporation, the owner and holder of a mortgage encumbering the land described in Exhibit A and in Exhibit B, Sheet 1, attached to the Declaration of Condominium of Oceans West One, a Condominium, which Declaration is recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, hereby consents to the execution and recording of the Amendment to Declaration of Condominium to which this Consent is attached, and agrees that the lien of its mortgage, dated November 18, 1981, and recorded on November 19, 1981, in Official Records Book 2312, Pages 1754 through 1767, Public Records of Volusia County, Florida, and modified by First Modification of Mortgage dated November 11, 1982, and recorded on November 19, 1982, in Official Records Book 2402, Pages 1592 through 1594, Public Records of Volusia County, Florida, shall be subordinate to said Amendment to Declaration of Condominium to Oceans West One, a Condominium, and said mortgage is and shall be a lien upon all of the condominium parcels of Oceans West One, a Condominium, according to said Declaration thereof, together with all of the appurtenances, including, but not limited to, the common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect said mortgage held by Bankers Trust Company or the priority of the lien created thereby and the sole purpose of Bankers Trust Company or the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge the consent of said Mortgagee to the Amendment to Declaration of Condominium to which this Consent is attached, as hereinabove provided.

This instrument is executed for the purpose of complying with and pursuant to Section 718.104(3), Florida Statutes.

Executed this 20th day of June, 1983.

Signed, sealed and delivered in the presence of:

Dolores Sullivan

Gloria Horsford

BANKERS TRUST COMPANY

By: [signature] Vice Its President

Attest: [signature] Its Assistant Secretary

"MORTGAGEE"

(Corporate Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing Consent of Mortgagee was acknowledged before me by Lawrence P. Ultrano and Charles A. Fecera, being the President and Assistant Secretary of Bankers Trust Company, and they acknowledge that they executed the same on behalf of said corporation, this 20th day of June, 1983.

[signature]
Notary Public
My commission expires:

(Notary Seal)

MICHAEL S. SHORE
Notary Public, State of New York
No. 31-4706722

92. 92.

CERTIFICATE

THIS IS TO CERTIFY THAT:

The following is a true copy of a Resolution and preamble thereto of Oceans West One Condominium Association, Inc., amending the Declaration of Condominium, Oceans West One, a Condominium, and amending the By-Laws of Oceans West One Condominium Association, Inc., which are an exhibit to said Declaration, recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, which Resolution was duly adopted by all of the Board of Directors of Oceans West One Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, and all of the members of Oceans West One Condominium Association, Inc., at a meeting duly held on the 16th day of June, A.D., 1983, to-wit:

WHEREAS, the Developer of Oceans One West, Inc., has sold and closed 6 of the 249 units in Oceans West One Condominium and has at this time, with the consent of Bankers Trust Company, authority to amend the Declaration of Condominium, and,

WHEREAS, American Savings and Loan Association of Florida, as mortgage broker for Developer, has requested that the Declaration of Condominium and the By-Laws of this Association be amended in order to qualify the condominium to be eligible to participate in the Federal National Mortgage Association programs, and

WHEREAS, it is in the best interest of this Association that the condominium be eligible for said participation, and,

WHEREAS, the Board of Directors of this Association has approved the Amendment to the Declaration and Amendment to the By-Laws of this Association, which is attached hereto, and said Board of Directors has recommended that this Association approve and adopt said Amendment to the Declaration of Condominium, Oceans West One, a Condominium and Amendment to the By-Laws of Oceans West One Condominium Association, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Declaration of Condominium of Oceans West One, a Condominium, and the By-Laws of Oceans West One Condominium Association, Inc., be and they are hereby amended as provided in AMENDMENT TO DECLARATION OF CONDOMINIUM, Oceans West One, a Condominium, to which this Resolution is attached.

The undersigned do further certify that the Amendment to Declaration of Condominium, Oceans West One, a Condominium, and Amendment to the By-Laws of Oceans West One Condominium Association, Inc., have been executed by the owner of 243 units and the holder of all mortgages on units in said condominium as reflected by the official records of Oceans West One Condominium Association, Inc.

Executed at Daytona Beach Shores, Volusia County, Florida, this 17th day of June, 1983.

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By: R. Don Henderson
R. Don Henderson, President

Attest: Pamela C. Huggins
Pamela C. Huggins, Secretary

Witnesses:

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. DON HENDERSON and PAMELA C. HUGGINS, well known to me to be the President and Secretary of Oceans West One Condominium Association, Inc., a nonprofit Florida corporation, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of June, A.D. 1983.

Notary Public, State of Florida at Large.
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 2, 1983
Bonded By American Fire & Casualty Company

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BOOK PAGE

This Instrument Prepared By:
Roy E. Kinsey
Kinsey, Pyle, Williams & Tumbleson, P.A.
42 South Peninsula Drive
Daytona Beach, Florida 32018-4497

AUG 9 1 32 PM '83

FILED FOR RECORD
RECORD VERIFIED
CLERK OF CIRCUIT CT.
VOLUSIA COUNTY, FLA.

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM Oceans West One, a Condominium One Oceans West Boulevard Daytona Beach Shores, Florida 32018

THIS AMENDMENT made the 8th day of August, 1983, by Oceans One West, Inc., a Florida corporation, with the consent of Bankers Trust Company, a New York banking corporation and the consent of Bellemead Development Corporation;

WITNESSETH:

WHEREAS, the Developer, Oceans One West, Inc., has titled out to individual purchasers 12 of the 249 condominium units in the Oceans West One Condominium project as described in Declaration of Condominium, Oceans West One, a Condominium, dated May 2, 1983, and recorded May 25, 1983, in Official Records Book 2453, Pages 929 through 993, and amendment dated June 17, 1983, and recorded July 11, 1983, in Official Records Book 2467, Pages 1547 through 1552, all of the Public Records of Volusia County, Florida, and,

WHEREAS, Section 13.2.b of said Declaration reserves to the Developer, with the consent of the record owner of all mortgagees, the right to amend said Declaration until such time as the owners, other than the Developer, are entitled to elect a majority of the Directors, and Article IV, Section 2.e of the By-Laws of Oceans West One Condominium Association, Inc. (Exhibit D to said Declaration), provides for the election of a majority of the Directors only after a minimum of fifty (50%) percent of the units, that is, 125 units, have been sold and closed by the Developer, and,

WHEREAS, Developer is the owner of 237 units in the condominium, and,

WHEREAS, Bankers Trust Company, a New York banking corporation, is the owner and holder of a first mortgage lien covering all of the units in said condominium development except those units which have been titled out to individual purchasers, which units are not encumbered, and Bellemead Development Corporation, a Delaware corporation authorized to transact business in the State of Florida is the owner and holder of mortgage on one unit who are all of the holders of first mortgages of record.

WHEREAS, the Developer, Oceans One West, Inc., with the consent of Bankers Trust Company, has the authority at this time to amend the Declaration of Condominium, Oceans West One, a Condominium.

NOW, THEREFORE, Oceans One West, Inc., with the consent of Bankers Trust Company, and Bellemead Development Corporation hereby makes the following Amendment to said Declaration of Condominium, Oceans West One, a Condominium:

1. Amend Section 10.6 of the Declaration (Recorded in Official Records Book 2453, Page 947) to read as follows:

"10.6. Leasing. Entire units may be rented provided the occupancy is by only one family, its servants and guests, provided that said leasing shall be for a term of not less than two (2) weeks. No rooms may be rented, except as part of an apartment or to another apartment owner, and no transient tenants may be accommodated except that Developer reserves the right to use units owned by it for temporary lodging for officers, guests and customers of Developer, its parent corporation and other subsidiaries."

(Recording references refer to Official Record Books of the Public Records of Volusia County, Florida.)

IN WITNESS WHEREOF, Oceans One West, Inc., has executed the above and foregoing document this 8th day of August, 1983.

Signed, sealed and delivered in the presence of:

OCEANS ONE WEST, INC.

By: _____ (SEAL)
John Collins, Vice President

Attest: _____ (SEAL)
Edward R. Clark, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN COLLINS and EDWARD R. CLARK, well known to me to be the Vice President and Secretary, respectively, of the corporation named as OCEANS ONE WEST, INC., in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 8th day of August, 1983.

_____
Notary Public, State of Florida at Large.
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 2, 1983
Bonded By American Fire & Casualty Company

CONSENT OF MORTGAGEE

BANKERS TRUST COMPANY, a New York banking corporation, the owner and holder of a mortgage encumbering the land described in Exhibit A and in Exhibit B, Sheet 1, attached to the Declaration of Condominium of Oceans West One, a Condominium, which Declaration is recorded in Official Records Book 2453, Pages 929 through 993, and Amendment to Declaration of Condominium recorded in Official Records Book 2467, Pages 1547 through 1552 all of the Public Records of Volusia County, Florida, hereby consents to the execution and recording of the Second Amendment to Declaration of Condominium to which this Consent is attached, and agrees that the lien of its mortgage, dated November 18, 1981, and recorded on November 19, 1981, in Official Records Book 2312, Pages 1754 through 1767, Public Records of Volusia County, Florida, and modified by First Modification of Mortgage dated November 11, 1982, and recorded on November 19, 1982, in Official Records Book 2402, Pages 1592 through 1594, Public Records of Volusia County, Florida, shall be subordinate to said Second Amendment to Declaration of Condominium to Oceans West One, a Condominium, and said mortgage is and shall be a lien upon the condominium parcels of Oceans West One, a Condominium, according to said Declaration thereof, together with all of the appurtenances, including, but not limited to, the common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect said mortgage held by Bankers Trust Company or the priority of the lien created thereby and the sole purpose of this Consent is to signify the consent of said Mortgagee to the Second Amendment to Declaration of Condominium to which this Consent is attached, as hereinabove provided.

This instrument is executed for the purpose of complying with and pursuant to Section 718.104(3), Florida Statutes.

Executed this 5th day of August, 1983.

Signed, sealed and delivered in the presence of:

Maureen Logan

Gloria Horstad

BANKERS TRUST COMPANY

By: Jack J. Mastrovilli
Its Vice President

Attest: Edward L Beyer Jr.
Its Vice President

"MORTGAGEE"

(Corporate Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing Consent of Mortgagee was acknowledged before me by Jack J. Mastrovilli and Edward L Beyer, Jr., being the Vice President and Vice President of Bankers Trust Company, and they acknowledge that they executed the same on behalf of said corporation, this 5th day of August, 1983.

Michael S. Shore
Notary Public
My commission expires:

MICHAEL S. SHORE
Notary Public, State of New York
No. 31-4766322
Qualified in New York County
Commission Expires March 30, 19 84

(Notary Seal)

CONSENT OF MORTGAGEE

BELLEMEAD DEVELOPMENT CORPORATION, a Delaware corporation, the owner and holder of mortgages encumbering condominium units on the land described in Exhibit A and in Exhibit B, Sheet 1, attached to the Declaration of Condominium of Oceans West One, a Condominium, which Declaration is recorded in Official Records Book 2453, Pages 929 through 993, and Amendment thereto recorded in Official Records Book 2467, Pages 1547 through 1552 all of the Public Records of Volusia County, Florida, hereby consents to the execution and recording of the Second Amendment to Declaration of Condominium to which this Consent is attached, and agrees that the lien of its mortgages, recorded in Official Records Book 2471, Page 1890, and in Official Records Book xxxxx, Page xxxxx of the Public Records of Volusia County, Florida, shall be subordinate to said Second Amendment to Declaration of Condominium to Oceans West One, a Condominium, and said mortgage is and shall be a lien upon the condominium parcels of Oceans West One, a Condominium, according to said Declaration thereof, together with all of the appurtenances, including, but not limited to, the common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect said mortgages held by Bellemead Development Corporation or the priority of the liens created thereby and the sole purpose of this Consent is to signify the consent of said Mortgagee to the Second Amendment to Declaration of Condominium to which this Consent is attached, as hereinabove provided.

This instrument is executed for the purpose of complying with and pursuant to Section 718.104(3), Florida Statutes.

Executed this 8th day of August, 1983.

Signed, sealed and delivered in the presence of:

Catherine Dunaway

BELLEMEAD DEVELOPMENT CORPORATION

By: John Collins, Vice President

Attest: Edward R. Clark, Asst. Secretary

"MORTGAGEE"

(Corporate Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing Consent of Mortgagee was acknowledged before me by John Collins and Edward R. Clark, being the Vice President and Assistant Secretary of Bellemead Development Corporation, and they acknowledge that they executed the same on behalf of said corporation, this 8th day of August, 1983.

(Notary Seal)

Notary Public
My commission expires: Notary Public, State of Florida at Large My Commission Expires Dec. 2, 1 Bonded By American Fire & Casualty Comp.

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BOOK PAGE

CERTIFICATE

THIS IS TO CERTIFY THAT:

The following is a true copy of a Resolution and preamble thereto of Oceans West One Condominium Association, Inc., amending the Declaration of Condominium, Oceans West One, a Condominium, recorded in Official Records Book 2453, Pages 929 through 993, and Amendment thereto recorded in Official Records Book 2467, Pages 1547 through 1552, all of the Public Records of Volusia County, Florida, which Resolution was duly adopted by all of the Board of Directors of Oceans West One Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, and all of the members of Oceans West One Condominium Association, Inc., at a meeting duly held on the 29th day of July, A.D., 1983, to-wit:

WHEREAS, the Developer of Oceans One West, Inc., has sold and closed 12 of the 249 units in Oceans West One Condominium and has at this time, with the consent of Bankers Trust Company, authority to amend the Declaration of Condominium, and,

WHEREAS, the Board of Directors of this Association has approved the Second Amendment to the Declaration which is attached hereto, and said Board of Directors has recommended that this Association approve and adopt said Amendment to the Declaration of Condominium, Oceans West One, a Condominium.

NOW, THEREFORE, BE IT RESOLVED, that the Declaration of Condominium of Oceans West One, a Condominium, be and it is hereby amended as provided in SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM, Oceans West One, a Condominium, to which this Resolution is attached.

The undersigned do further certify that the Amendment to Declaration of Condominium, Oceans West One, a Condominium, has been executed by the owner of 237 units and the holder of all mortgages on units in said condominium as reflected by the official records of Oceans West One Condominium Association, Inc.

Executed at Daytona Beach Shores, Volusia County, Florida, this 8th day of August, 1983.

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By: R. Don Henderson
R. Don Henderson, President

Attest: Pamela C. Huggins
Pamela C. Huggins, Secretary

Witnesses:

Ruth M.

Catherine Dunaway

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. DON HENDERSON and PAMELA C. HUGGINS, well known to me to be the President and Secretary of Oceans West One Condominium Association, Inc., a nonprofit Florida corporation, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of August, A.D. 1983.

Notary Public, State of Florida at Large.
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 2, 1983
Bonded By American Fire & Casualty Company

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BOOK PAGE
VOLUSIA COUNTY
FLORIDA

This Instrument Prepared By:
Kinsey, Pyle, Williams & Tumbleson, P.A.
42 South Peninsula Drive
Daytona Beach, Florida 32018

FILED FOR RECORD
RECORD VERIFIED

MAY 21 9 49 AM '84

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
Oceans West One, a Condominium
One Oceans West Boulevard
Daytona Beach Shores, Florida 32018

THIS AMENDMENT made the 7th day of April, 1984, West, Inc., a Florida corporation.

WITNESSETH:

WHEREAS, the Developer, Oceans One West, Inc., has titled out to individual purchasers 55 of the 249 condominium units in the Oceans West One Condominium project as described in Declaration of Condominium, Oceans West One, a Condominium, dated May 2, 1983, and recorded May 25, 1983, in Official Records Book 2453, Pages 929 through 993, and Amendment dated June 17, 1983, and recorded July 11, 1983, in Official Records Book 2467, Pages 1547 through 552, and Second Amendment dated August 8, 1983, and recorded August 9, 1983, in Official Records Book 2477, Pages 456 through 461, all of the Public Records of Volusia County, Florida, and,

WHEREAS, Section 13.2.a(1) provides that the Declaration may be amended by approval of not less than a majority of the entire membership of the Board of Directors and not less than a majority of the total number of votes to which the unit owners present and voting shall be entitled, and Section 13.2.b of said Declaration reserves to the Developer, with the consent of the record owner of all mortgages, the right to amend said Declaration until such time as the owners, other than the Developer, are entitled to elect a majority of the Directors, and Article IV, Section 2.e of the By-Laws of Oceans West One Condominium Association, Inc. (Exhibit D to said Declaration), provides for the election of a majority of the Directors only after a minimum of fifty (50%) percent of the units, that is, 125 units, have been sold and closed by the Developer, and,

WHEREAS, Developer is the owner of 194 units in the condominium, and,

WHEREAS, the Developer, Oceans One West, Inc., with the consent of the record owner of all mortgages, has the authority at this time to amend the Declaration of Condominium, Oceans West One, a Condominium.

NOW, THEREFORE, Oceans One West, Inc., with the consent of the record owner of all mortgages, hereby makes the following Amendment to said Declaration of Condominium, Oceans West One, a Condominium:

1. Amend Section 10.6 of the Declaration (Recorded in Official Records Book 2453, Page 947) as amended by Second Amendment to Declaration (recorded in Official Records Book 2477, Page 457) to read as follows:

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"10.6. Leasing. Entire units may be leased provided the occupancy is by only one family, its servants and guests, provided that said leasing shall be for a term of not less than two (2) months. No rooms may be rented, except as part of an apartment or to another apartment owner, and no transient tenants may be accommodated except that Developer reserves the right to use units owned by it for temporary lodging for officers, guests and customers of Developer, its parent corporation and other subsidiaries."

2. Amend Section 13.2.b of the Declaration (Recorded in Official Records Book 2453, Page 952) to read as follows:

"b. Until such time as the unit owners other than the Developer are entitled to elect a majority of the directors, Developer reserves the right, with the consent of the record owner of all institutional mortgages, to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration."

(Recording references refer to Official Record Books of the Public Records of Volusia County, Florida.)

IN WITNESS WHEREOF, Oceans One West, Inc., has executed the above and foregoing document this 26th day of April, 1984.

Signed, sealed and delivered in the presence of:

Pamela C. Huggins

Eileen A. Jordan

OCEANS ONE WEST, INC.

By: _____ (SEAL)
John Collins, Vice President

Attest: _____ (SEAL)
Edward R. Clark, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN COLLINS and EDWARD R. CLARK, well known to me to be the Vice President and Secretary, respectively, of the corporation named as OCEANS ONE WEST, INC., in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 26th day of April, 1984.

Gloria J. Murphy
Notary Public, State of Florida at Large.
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 5, 1985

2561 0748

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF CONSTRUCTION LENDER

BANKERS TRUST COMPANY, a New York banking corporation, the owner and holder of a construction loan encumbering the land described as condominium Tract I in plat of Oceans West, A Planned Unit Development, as per map in Map Book 38, Pages 66 through 71, Public Records of Volusia County, Florida, hereby consents to the execution and recording of the Third Amendment to Declaration of Condominium, Oceans West One, a Condominium, and agrees that the lien of its mortgage, dated November 18, 1981, and recorded on November 19, 1981, in Official Records Book 2312, Pages 1754 through 1767, Public Records of Volusia County, Florida, as modified, shall be subordinate to the said Third Amendment and is and shall be a lien upon all of the condominium parcels of Oceans West One, a Condominium, except those parcels which have been released from the lien of said loan, together with all of the appurtenances, including, but not limited to, the common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by Bankers Trust Company or the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge its consent to said Amendment as hereinabove provided.

Executed this 4th day of May, 1984.

Signed, sealed and delivered in the presence of:

ATTEST: James Taylor V.P.

Mary Ellen O'Brien

Mahrene Sullivan

BANKERS TRUST COMPANY

By: Jack F. Mastrorilli

Attest: Vice Pres.
Its

"CONSTRUCTION LENDER"

(Corporate Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing Consent of Construction Lender was acknowledged before me by JACK F. MASTRORILLI and JAMES TAYLOR, being the Vice President and VICE PRESIDENT of Bankers Trust Company, a New York banking corporation, and they acknowledged that they executed the same on behalf of said corporation, this 4 day of MAY, 1984.

Michael S. Shore
Notary Public, State of New York
My commission expires:

(Notary Seal)

MICHAEL S. SHORE
Notary Public, State of New York
No. 31-4780322
Qualified in New York County
Commission Expires March 30, 19[illegible]

25 67 0749

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE

COMES NOW AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA, a corporation under the laws of the State of Florida, the owner and holder of mortgages encumbering condominium units in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Third Amendment to Declaration of Condominium, Oceans West One, a Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of the mortgages held by American Savings and Loan Association of Florida or the priority of the lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 7th day of May, 1984.

Signed, sealed and delivered in the presence of:

Zenia P. Emund

Ouellette Wilkins

AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA

By: Edgar Y. Millard
Its Vice President

Attest: Nancy F. Shelton
Its Assistant Vice President

"MORTGAGEE"

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DADE

The foregoing Consent of Mortgagee was acknowledged before me by Edgar Y. Millard and Nancy F. Shelton, being the Vice President and Assistant Vice President of American Savings and Loan Association of Florida, a corporation under the laws of Florida, and they acknowledged that they executed the same on behalf of said corporation, this 7th day of May, 1984.

Suzanne Larrieau
Notary Public, State of Florida at Large.
My commission expires:

Notary Public State of Florida at Large.
My Commission Expires Nov. 15, 1985

(Notary Seal)

25670750

BOOK PAGE VOLUSIA COUNTY FLORIDA

CONSENT OF MORTGAGEE:

COMES NOW BELLEMEAD DEVELOPMENT CORPORATION, a Delaware corporation, authorized to transact business in the State of Florida, the owner and holder of mortgages encumbering condominium units in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Third Amendment to Declaration of Condominium, Oceans West One, a Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of the mortgages held by Bellemead Development Corporation or the priority of the lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 26th day of April, 1984.

Signed, sealed and delivered in the presence of:

Pamela C. Muggins

Eileen A. Tarbox

BELLEMEAD DEVELOPMENT CORPORATION

By: John Collins, its Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Consent of Mortgagee was acknowledged before me JOHN COLLINS, being the Vice President of Bellemead Development Corporation, and he acknowledged that he executed the same on behalf of said corporation, this 26th day of April, 1984.

(Notary Seal)

Gloria F. Murphy
Notary Public, State of Florida at Large.
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 2 1987
BONDED THRU GENERAL INS UND

25670751

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE:

COMES NOW FLORIDA NATIONAL BANK, the owner and holder of a mortgage encumbering a condominium unit in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Third Amendment to Declaration of Condominium, Oceans West One, a Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of the mortgage held by Florida National Bank or the priority of the lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 1st day of May, 1984.

Signed, sealed and delivered in the presence of:

Carol L. Cullen

Donna J. Lilley

FLORIDA NATIONAL BANK

By: Charles S. Johnson
Its Pres.

Attest: Ralph Azarian
Its Commercial Banking Officer

"MORTGAGEE"

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Consent of Mortgagee was acknowledged before me by Charles S. Johnson and Ralph Azarian, being the President and Comml. Banking Officer of Florida National Bank, and they acknowledged that they executed the same on behalf of said corporation, this 1st day of May, 1984.

(Notary Seal)

Carol L. Cullen
Notary Public, State of Florida at Large.
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA

25 67 0752

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE

COMES NOW CHARLESTON NATIONAL BANK, the owner and holder of a mortgage encumbering a condominium unit in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Third Amendment to Declaration of Condominium, Oceans West One, a Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of the mortgages held by Charleston National Bank or the priority of the lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 8th day of May, 1984.

Signed, sealed and delivered
in the presence of:

Susan W. Ledsome

Mark D Byrd

CHARLESTON NATIONAL BANK

By: R. F. Hall Jr. Vice Pres.
Its

Attest: Patricia L Lawrence
Its

"MORTGAGEE"

(Corporate Seal)

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA

The foregoing Consent of Mortgagee was acknowledged before me by R. M. Hall, Jr. and Patricia L Lawrence, being the Vice President and Cashier of Charleston National Bank, and they acknowledged that they executed the same on behalf of said corporation, this 8 day of May, 1984.

(Notary Seal)

Notary Public, State of West Virginia
My commission expires: 5-9-91

County of Kanawha

25670753

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CERTIFICATE:

THIS IS TO CERTIFY THAT:

The following is a true copy of a Resolution and preamble thereto of Oceans West One Condominium Association, Inc., amending the Declaration of Condominium, Oceans West One, a Condominium, recorded in Official Records Book 2453, Pages 929 through 993, and Amendment thereto recorded in Official Records Book 2467, Pages 1547 through 1552, and Second Amendment thereto recorded in Official Records Book 2477, Pages 456 through 471, all of the Public Records of Volusia County, Florida, which Resolution was duly adopted by all of the Board of Directors of Oceans West One Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, and unanimously adopted by the members of Oceans West One Condominium Association, Inc., at a meeting duly called and held on the 5th day of April, A.D., 1984, to-wit:

WHEREAS, the Board of Directors of the Association has approved the Third Amendment to Declaration of Condominium, Oceans West One Condominium, and has called this meeting for the matter to be submitted to the vote of the Association.

NOW, THEREFORE, BE IT RESOLVED, that the Declaration of Condominium of Oceans West One, a Condominium, be and it is hereby amended as provided in the Third Amendment to Declaration of Condominium, Oceans West One, a Condominium, to which this resolution is attached.

The undersigned do further certify that the Amendment to Declaration of Condominium, Oceans West One, a Condominium, has been executed by the Developer which is the owner of 194 of the 249 units, and executed by the holders of all mortgages on units in said condominium as reflected by the official records of Oceans West One Condominium Association, Inc.

Executed at Daytona Beach Shores, Volusia County, Florida, this 16th day of May, 1984.

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By: R. Don Henderson
R. Don Henderson President

Attest: Pamela C. Huggins
Pamela C. Huggins, Secretary

Witnesses:

Robert R. Klemer

25670754

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. DON HENDERSON and PAMELA C. HUGGINS, well known to me to be the President and Secretary of Oceans West One Condominium Association, Inc., a nonprofit Florida corporation, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May, A.D. 1984.

Notary Public, State of Florida at Large.
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 16,1987
BONDED THRU GENERAL INS. UND.

046372

2 6 8 8 1062

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

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FILED FOR RECORD
RECORD VERIFIED

MAY 22 9 44 AM '85

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

This Instrument Prepared By:
Glenn R. Padgett of
Kinsey, Pyle, Williams &
Tumbleson, P.A.
42 South Peninsula Drive
Daytona Beach, Florida 32018

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
Oceans West One, a Condominium
One Oceans West Boulevard
Daytona Beach Shores, Florida 32018

THIS AMENDMENT made the 29th day of March, 1985, by OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC., and OCEANS ONE WEST, INC., a Florida corporation.

WITNESSETH:

WHEREAS, the Developer, Oceans One West, Inc., has titled out to individual purchasers 105 of the 249 condominium units in the Oceans West One Condominium project as described in Declaration of Condominium, Oceans West One, a Condominium, dated May 2, 1983, and recorded May 25, 1983, in Official Records Book 2453, Pages 929 through 993, and Amendment dated June 17, 1983, and recorded July 11, 1983, in Official Records Book 2467, Pages 1547 through 1552, Second Amendment dated August 8, 1983, and recorded August 9, 1983, in Official Records Book 2477, Pages 456 through 461, and Third Amendment dated April 26, 1984, and recorded May 21, 1984, in Official Records Book 2567, Pages 746 through 754, all of the Public Records of Volusia County, Florida, and,

WHEREAS, Section 13.2.a(1) provides that the Declaration may be amended by approval of not less than a majority of the entire membership of the Board of Directors and not less than a majority of the total number of votes to which the unit owners present and voting shall be entitled, and Section 13.2.b of said Declaration reserves to the Developer, with the consent of the record owner of all institutional mortgages, the right to amend said Declaration until such time as the owners, other than the Developer, are entitled to elect a majority of the Directors, and Article IV, Section 2.e of the By-Laws of Oceans West One Condominium Association Inc. (Exhibit D to said Declaration), provides for the election of a majority of the Directors by the unit owners other than Developer three years after fifty (50%) percent of the units, that is, 125 units, have been sold and closed by the Developer, or three months after eighty (80%) percent of the units, that is, 199 units, have been sold and closed, or when all of the units that will ultimately be operated by the corporation have been completed, some of them sold, and none of the others are being offered for sale by the developer in the ordinary course of business, whichever shall first occur, and,

WHEREAS, Developer has sold and closed less than fifty (50%) percent of the units in the condominium and is offering units for sale in the ordinary course of business, and,

WHEREAS, the Developer, Oceans One West, Inc., with the consent of the record owner of all institutional mortgages, has the authority at this time to amend the Declaration of Condominium, Oceans West One, a Condominium, and,

WHEREAS, the Board of Directors has, by a majority of the entire membership of the Board, approved this amendment and recommended that it be approved by the membership, and has called a meeting of the Association for the purpose of submitting the amendment to the vote of the Association.

NOW, THEREFORE, Oceans West One Condominium Association, Inc., and Oceans One West, Inc., with the consent of the record owner of all institutional mortgages, hereby makes the following Amendment to said Declaration of Condominium, Oceans West One, a Condominium:

1. Amend Section 10.1 of the Declaration (recorded in Official Records Book 2453, Page 946) to read as follows:

"10.1. Units. Each of the units shall be ~~occupied on a permanent basis~~ utilized for residential purposes only by only one family, its servants and guests, and used as a residence and for no other purpose. "Family" as used herein shall have the meaning set forth in the Code of Ordinances of the City of Daytona Beach Shores, Florida, Section 200.00(36) (1977)."

2. Amend Section 10.6 of the Declaration (recorded in Official Records Book 2453, Page 947) as amended by Second Amendment to Declaration (recorded in Official Records Book 2477, Page 457) as amended by Third Amendment to Declaration (recorded in Official Records Book 2567, Page 747) to read as follows:

"10.6. Leasing. Entire units may be leased or rented provided the use and occupancy is by only one family, its servants and guests, provided that said leasing or rental shall be for a term of not less than ~~two (2) months. No rooms may be rented, except as part of an apartment or to another apartment owner, and no transient tenants may be accommodated except that Developer reserves the right to use units owned by it for temporary lodging for officers, guests and customers of Developer, its parent corporation and other subsidiaries~~ one (1) week."

[Additions to text are indicated by underline; deletions by ~~strikeouts~~.]

(Recording references are to Official Record Books of the Public Records of Volusia County, Florida.)

IN WITNESS WHEREOF, Oceans West One Condominium Association, Inc., and Oceans One West, Inc., have executed the above and foregoing document this 29th day of March, 1985.

Signed, sealed and delivered
in the presence of:

OCEANS WEST ONE CONDOMINIUM
ASSOCIATION, INC.

By: _____ (SEAL)
R. Don Henderson, President

Attest: _____ (SEAL)
Pamela C. Huggins, Secretary

Signed, sealed and delivered
in the presence of:

OCEANS ONE WEST, INC.

By: _____ (SEAL)
John Collins, Vice President

Attest: _____ (SEAL)
Edward R. Clark, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. DON HENDERSON and PAMELA C. HUGGINS, well known to me to be the President and Secretary, respectively, of the corporation named as OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC., in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 29th day of March, 1985.

_____
Notary Public, State of Florida at Large.
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN COLLINS and EDWARD R. CLARK, well known to me to be the Vice President and Secretary, respectively, of the corporation named as OCEANS ONE WEST, INC., in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 29th day of March, 1985.

Maria J. Murphy
Notary Public, State of Florida at Large.
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 7 1987
BONDED THRU [illegible]

26861066

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE

COMES NOW BELLEMEAD DEVELOPMENT CORPORATION, A Delaware Corporation, authorized to transact business in the State of Florida, the owner and holder of mortgages encumbering condominium units in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Fourth Amendment to Declaration of Condominium, Oceans West One, a Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of any mortgage held by Bellemead Development Corporation or the priority of any lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 29th day of March, 1985.

Signed, sealed and delivered in the presence of:

BELLEMEAD DEVELOPMENT CORPORATION

By: _____
Its Senior Vice President

Attest: _____
Its Assistant Secretary

"MORTGAGEE"

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Consent of Mortgagee was acknowledged before me by John Collins and Edward R. Clark, being the Senior Vice President and Assistant Secretary of Bellemead Development Corporation, and they acknowledged that they executed the same on behalf of said corporation, this 29th day of March, 1985.

_____
Notary Public, State of Florida at Large
My commission expires:

(Notary Seal)

NOTARY PUBLIC, STATE OF FLORIDA

2886 1067

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE

COMES NOW FLORIDA NATIONAL BANK, the owner and holder of a mortgage encumbering a condominium unit in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Fourth Amendment to Declaration of Condominium, Oceans West One, a Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of any mortgage held by Florida National Bank or the priority of any lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 19th day of April, 1985.

Signed, sealed and delivered in the presence of:

Donna J. Lilly

Judith A. Nicole

FLORIDA NATIONAL BANK

By: _____
Its President

Attest: _____
Its Banking Officer

"MORTGAGEE"

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Consent of Mortgagee was acknowledged before me by Jackie LaFrinere and Charles S. Johnson being the Banking Officer and President of Florida National Bank, and they acknowledged that they executed the same on behalf of said corporation, this 19th day of April, 1985.

Carol L. Cullen
Notary Public, State of Florida at Large
My commission expires:

(Notary Seal)

2666 1068

BOOK PAGE
VOLUSIA COUNTY
FLA.

CONSENT OF CONSTRUCTION LENDER

BANKERS TRUST COMPANY, a New York banking corporation, the owner and holder of a construction loan encumbering the land described as condominium Tract I in plat of Oceans West, A Planned Unit Development, as per map in Map Book 38, Pages 66 through 71, Public Records of Volusia County, Florida, hereby consents to the execution and recording of the Fourth Amendment to Declaration of Condominium, Oceans West One, a Condominium, and agrees that the lien of its mortgage, dated November 18, 1981, and recorded on November 19, 1981, in Official Records Book 2312, Pages 1754 through 1767, Public Records of Volusia County, as modified, shall be subordinate to the said Fourth Amendment and is and shall be a lien upon all of the condominium parcels of Oceans West One, a Condominium, except those parcels which have been released from the lien of said loan, together with all of the appurtenances, including, but not limited to, the common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by Bankers Trust Company or the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge its consent to said Amendment as hereinabove provided.

Executed this 24th day of APRIL, 1985.

Signed, sealed and delivered in the presence of:

P. Nixon Seaman

Edward A. Zeyfang

BANKERS TRUST COMPANY

By: _____
Its VICE-PRESIDENT

Attest: _____
Its A. T.

"CONSTRUCTION LENDER"
(Corporate Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing Consent of Construction Lender was acknowledged before me by WALTER J. NAUS and LAURA S. OKAMURA being the Vice President and ASSISTANT TREASURER of Bankers Trust Company, a New York banking corporation, and they acknowledged that they executed the same on behalf of said corporation, this 24th day of APRIL, 1985.

Timothy E. Graham
Notary Public, State of New York
My Commission Expires:

TIMOTHY E. GRAHAM
Notary Public, State of New York
No. 31-4712006
Qualified in New York County
Commission Expires March 30, 1986

2 6 8 6 1069

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE

COMES NOW CHARLESTON NATIONAL BANK, the owner and holder of a mortgage encumbering a condominium unit in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Fourth Amendment to Declaration of Condominium, Oceans West One, a Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of any mortgage held by Charleston National Bank or the priority of any lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 25th day of April, 1985.

Signed, sealed and delivered in the presence of:

Patricia A. Lawrence

Margaret H. Matthews

CHARLESTON NATIONAL BANK

By: _____
Its SENIOR VICE PRESIDENT

Attest: _____
Its A.V.P.

"MORTGAGEE"

(Corporate Seal)

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA

The foregoing Consent of Mortgagee was acknowledged before me by E.N. Gatch Jr. and Virginia C. Carr, being the Senior Vice President and Asst. V.P. of Charleston National Bank, and they acknowledged that they executed the same on behalf of said corporation, this 25 day of April, 1985.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
MARIE C. KENNEDY
[illegible]
Charleston, WV 25301
My Commission Expires 5-7-91

(Notary Seal)

Marie C. Kennedy
Notary Public, State of West Virginia
My commission expires: May 7, 1991

2686 1070
BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE

COMES NOW ATLANTIC NATIONAL BANK OF FLORIDA, the owner and holder of a mortgage encumbering a condominium unit in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Fourth Amendment to Declaration of Condominium, Oceans West One, a Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of any mortgage held by Atlantic National Bank of Florida or the priority of any lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 7th day of May, 1985.

Signed, sealed and delivered in the presence of:

Emily Cameron

Brigitte Winbauer

ATLANTIC NATIONAL BANK OF FLORIDA

By: Clyde Cansler
Its VP

Attest: Drew Foster
Its A.V.P.

"MORTGAGEE"

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Consent of Mortgagee was acknowledged before me by Clyde Cansler and Drew Foster, being the Vice President and Asst. Vice Pres. of Atlantic National Bank of Florida, and they acknowledged that they executed the same on behalf of said corporation, this 7th day of May, 1985.

Notary Public, State of Florida at Large
My commission expires:

(Notary Seal)

2 6 8 6 1071

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE

COMES NOW AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA, a corporation under the laws of the State of Florida, the owner and holder of mortgages encumbering condominium units in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Fourth Amendment to Declaration of Condominium, Oceans West One, a Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of any mortgage held by American Savings and Loan Association of Florida or the priority of any lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 10th day of May, 1985.

Signed, sealed and delivered in the presence of:

AMERICAN SAVINGS AND LOAN ASSOCIATION

By: Edgar Y. Mallard
Its Senior Vice President

Attest: Michael Tange
Its Vice President

"MORTGAGEE"

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DADE

The foregoing Consent of Mortgagee was acknowledged before me by Edgar Y. Mallard and Michael Tange, being the Senior Vice President and Vice President of American Savings and Loan Association of Florida, and they acknowledged that they executed the same on behalf of said corporation, this 10th day of May, 1985.

Helen Schilles
Notary Public, State of Florida at Large
My commission expires:

(Notary Seal)

26861072

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE

COMES NOW NCNB NATIONAL BANK OF NORTH CAROLINA, the owner and holder of mortgages encumbering condominium units in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Fourth Amendment to Declaration of Condominium, Oceans West One, a Condominium.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of any mortgage held by NCNB National Bank of North Carolina or the priority of any lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 14th day of May, 1985.

Signed, sealed and delivered in the presence of:

Mary L Nett

Mary L Nett

NCNB NATIONAL BANK OF NORTH CAROLINA

By: _____
Its _____

Attest: _____
Its _____

"MORTGAGEE"

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF Wake

The foregoing Consent of Mortgagee was acknowledged before me by Madelyn C. Eve and Susan H. Baker, being the Senior Vice President and Assistant Secretary of NCNB NATIONAL BANK OF NORTH CAROLINA, and they acknowledged that they executed the same on behalf of said corporation, this 14th day of May, 1985.

Mary W. Lanclos
Notary Public, State of North Carolina
My commission expires: March 13, 1987

MY COMMISSION EXPIRES MARCH 13, 1987

(Notary Seal)

CERTIFICATE

THIS IS TO CERTIFY THAT:

The following is a true copy of a Resolution and preamble thereto of Oceans West One Condominium Association, Inc., amending the Declaration of Condominium, Oceans West One, a Condominiun, recorded in Official Records Book 2453, Pages 929 through 993, and Amendment thereto recorded in Official Records Book 2467, Pages 1547 through 1552, and Second Amendment thereto recorded in Official Records Book 2477, Pages 456 through 471, and Third Amendment thereto recorded in Official Records Book 2567, Pages 0746 through 0754, all of the Public Records of Volusia County, Florida, which Resolution was duly adopted by the Board of Directors of Oceans West One Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, and duly adopted by the members of Oceans West One Condominium Association, Inc., at a meeting duly called and held on the 25th day of March, A.D., 1985, to-wit:

WHEREAS, the Board of Directors of the Association has approved the Fourth Amendment to Declaration of Condominium, Oceans West One Condominium, and has called this meeting for the matter to be submitted to the vote of the Association.

NOW, THEREFORE, BE IT RESOLVED, that the Declaration of Condominium of Oceans West One, a Condominium, be and it is hereby amended as provided in the Fourth Amendment to Declaration of Condominium, Oceans West One, a Condominium, to which this resolution is attached.

The undersigned do further certify that the Amendment to Declaration of Condominium, Oceans West One, a Condominium, has been executed by the Developer which is the owner of 144 of the 249 units, and executed by the record owners of all institutional mortgages on units in said condominium as reflected by the official records of Oceans West One Condominium Association, Inc.

Executed at Daytona Beach Shores, Volusia County, Florida, this 20th day of May, 1985.

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By: R. Don Henderson
R. Don Henderson

Attest: Pamela C. Huggins
Pamela C. Huggins, Secretary

Witnesses:

[illegible]

[illegible]

2 6 8 6 1 0 7 4

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. DON HENDERSON and PAMELA C. HUGGINS, well known to me to be the President and Secretary of Oceans West One Condominium Association, Inc., a nonprofit Florida corporation, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of May, A.D., 1985.

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

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FILED FOR RECORD
RECORD VERIFIED
JUN 5 8 AM '87
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

P 99 00023

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

FIFTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
Oceans West One, a Condominium
One Oceans West Boulevard
Daytona Beach Shores, Florida 32018

THIS AMENDMENT made the 18 day of April, 1987, by OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation (the "Association").

WITNESSETH:

WHEREAS, the Association is responsible for the operation of the Condominium as described in Declaration of Condominium Oceans West One, a Condominium, dated May 2, 1983, and recorded May 2, 1983, in Official Records Book 2453, Pages 929 through 993, and Amendment dated June 17, 1983, and recorded July 11, 1983, in Official Records Book 2467, Pages 1547 through 1552, Second Amendment dated August 8, 1983, and recorded August 9, 1983, in Official Records Book 2477, Pages 456 through 461, Third Amendment dated April 26, 1984, and recorded May 21, 1984, and Fourth Amendment dated March 29, 1985, recorded May 22, 1985, in Official Records Book 2688, Pages 1062 through 1074, all of the Public Records of Volusia County, Florida; and,

WHEREAS, Section 13.2.a(1) provides that the Declaration may be amended by approval of not less than a majority of the entire membership of the Board of Directors and not less than a majority of the total number of votes to which the unit owners present and voting shall be entitled to amend said Declaration; and

WHEREAS, the Board of Directors has, by a majority of the entire membership of the Board, approved this amendment and recommended that it be approved by the membership, and has called a meeting of the Association for the purpose of submitting the amendment to the vote of the Association.

NOW, THEREFORE, Oceans West One Condominium Association, Inc., hereby makes the following Amendment to said Declaration of Condominium, Oceans West One, a Condominium:

1. Amend Section 10.6 of the Declaration (recorded in Official Records Book 2453, Page 947) as amended by Second Amendment to Declaration (recorded in Official Records Book 4277, Page 457) as amended by Third Amendment to Declaration (recorded in Official Records Book 2567, Page 747) as amended by Fourth Amendment to Declaration (recorded in Official Records Book 2686, Page 1062) to read as follows:

> "10.6 Leasing. Entire units may be leased or rented provided the use and occupancy is by only one family, its servants and guests, provided that said leasing or rental shall be for a term of not less than ~~one-(1)-week~~ three months."

2980024

[redacted] (Additions to text are indicated by underline; deletions by strikeouts.)

Recording referenced are to Official Records Books of the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, Oceans West One Condominium Association, Inc., executed the above and foregoing document this 18 day of APRIL, 1987.

Signed, sealed and delivered in the presence of

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By: William Rihm

Attest: Barbara A. Miles

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM RIHM and BARBARA A. MILES well known to me to be the V. PRESIDENT and SECRETARY, respectively, of the corporation named as OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC., in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 18 day of APRIL, 1987.

Notary Public, State of Florida at Large.

My Commission Expires:
Notary Public State of Florida at Large
My Commission expires Dec. 2, 1989

073593

5.00

29900025

FILED IN VOLUSIA COUNTY FLORIDA

CERTIFICATE

THIS IS TO CERTIFY THAT:

The following is a true copy of a Resolution and preamble thereto of Oceans West One Condominium Association, Inc. amending the Declaration of Condominium, Oceans West One, a Condominium, recorded in Official Records Book 2543, Pages 929 through 993, Amendment thereto recorded in Official Records Book 2467, Pages 1547 through 1552, Second Amendment thereto recorded in Official Records Book 4277, Pages 456 through 471, Third Amendment thereto recorded in Official Records Book 2567, pages 0746 through 0754, and Fourth Amendment thereto recorded in Official Records Book 2686, Pages 1062 through 1074, all of the Public Records of Volusia County, Florida, which Resolution was duly adopted by the Board of Directors of Oceans West One Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, and duly adopted by the members of Oceans West One Condominium Association, Inc., at a meeting duly called and held on the 18 day of APRIL, 1987, to wit:

WHEREAS, the Board of Directors of the Association has approved the Fifth Amendment to Declaration of Condominium, Oceans West One Condominium, and has called this meeting for the matter to be submitted to the vote of the Association.

NOW, THEREFORE, BE IT RESOLVED, that the Declaration of Condominium of Oceans West One, a Condominium, be and it is hereby amended as provided in the Fifth Amendment to Declaration of Condominium, Oceans West One, a Condominium, Oceans West One, a Condominium, to which this resolution is attached.

Executed at Daytona Beach Shores, Volusia County, Florida, this 18 day of APRIL, 1987.

Witnesses:

Kathryn Clark

S B Nesbitt

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By: William Palm

Attest: Barbara A. Miller

073594

FILED FOR RECORD
RECORD VERIFIED
Jan 5 8 52 AM '87
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

073594

BOOK PAGE
3720 1348
VOLUSIA CO.,FL

This Instrument Prepared by:
R. MICHAEL KENNEDY, Esquire
Post Office Box 4319
South Daytona, Florida 32121

92 JAN 17 PM 4:13
CLERK CIRCUIT COURT VOLUSIA CTY.FL

FILED FOR RECORD
RECORD VERIFIED
007214

CERTIFICATE OF AMENDMENT

THIS IS TO CERTIFY THAT:

The following is a true copy of the Amendment to the Declaration of Oceans West One Condominium Association, Inc., which Amendment was, after due and proper notice, approved by the mandatory percentage of condominium owners at a properly called membership meeting, as follows:

WHEREAS, the Declaration of Condominium of Oceans West One, a condominium, was recorded on May 25, 1983, in Official Records Book 2453, Page 929, Public Records of Volusia County, Florida, and

WHEREAS, said Declaration of Condominium has been previously amended on several occasions, which amendments have been previously recorded in the Public Records of Volusia County, Florida, and

WHEREAS, it is the desire of at least the required number of individual condominium unit owners to again amend the aforesaid Declaration to amend certain provisions;

NOW, THEREFORE, Section 11.2a(5) to the Declaration is amended to read as follows:

. . .

(5) Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in the amount determined by the regulations, but not to exceed the maximum amount permitted by law, to cover the costs incident to the determination by the Association.

IN WITNESS WHEREOF, the Beach Club Condominium Association, Inc. has executed the above and foregoing Amendment this 14th day of January, 1992.

WITNESSES:

R. Michael Kennedy

R. Michael Kennedy

Juanita Hutchison

Juanita Hutchison

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By Jean Kirby
Jean Kirby, President

BOOK 3720 PAGE 1319
VOLUSIA CO.,FL

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of January, 1992, by JEAN KIRBY, President of Oceans West One Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me ~~or has produced~~ ~~identification~~ and did (did not) take an oath.

Notary Public
Title/Rank

None
Serial Number

Juanita K. Hutchison
Notary Signature

Juanita K. Hutchison
Notary Name Printed

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB.26,1994
BONDED THRU GENERAL INS. UND.

007214

BOOK PAGE
3720 1353
VOLUSIA CO.,FL

AMENDMENT TO DECLARATION OF CONDOMINIUM OF OCEANS WEST ONE, A CONDOMINIUM

WHEREAS, the Declaration of Condominium of Oceans West One, a condominium, was recorded on May 25, 1983, in Official Records Book 2453, Page 929, Public Records of Volusia County, Florida, and

WHEREAS, said Declaration of Condominium has been previously amended on several occasions, which amendments have been previously recorded in the Public Records of Volusia County, Florida, and

WHEREAS, it is the desire of at least the required number of individual condominium unit owners to again amend the aforesaid Declaration to amend certain provisions;

NOW, THEREFORE, Section 11.2a(5) to the Declaration is amended to read as follows:

. . .

(5) Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in the amount determined by the regulations, but not to exceed the maximum amount permitted by law, to cover the costs incident to the determination by the Association.

IN WITNESS WHEREOF, the Oceans West One Condominium Association, Inc. has executed the above and foregoing Amendment this 14th day of January, 1992.

FILED FOR RECORD
RECORD VERIFIED
92 JAN 17 PM 4:13
CLERK CIRCUIT COURT VOLUSIA CTY., FL
007216

WITNESSES:

R. Michael Kennedy

R. Michael Kennedy

Juanita Hutchison

Juanita Hutchison

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By Jean Kirby

Jean Kirby, President

BOOK PAGE
3720 1354
VOLUSIA CO., FL

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of January, 1992, by JEAN KIRBY, President of Oceans West One Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me ~~or has produced~~ xxxxxxxxxxxxxxxxxxxxxxxxxxxx as identification and ~~did~~ (did not) take an oath.

Notary Public
Title/Rank

None
Serial Number

Juanita K. Hutchison
Notary Signature

Juanita K. Hutchison
Notary Name Printed

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB.26,1994
BONDED THRU GENERAL INS. UND.

007216

BOOK PAGE
3720 1353
VOLUSIA CO.,FL

CORRECTED

AMENDMENT TO DECLARATION OF CONDOMINIUM OF OCEANS WEST ONE, A CONDOMINIUM

WHEREAS, the Declaration of Condominium of Oceans West One, a Condominium, was recorded on May 25, 1983, in Official Records Book 3453, Page 929, Public Records of Volusia County, Florida, and

WHEREAS, said Declaration of Condominium has been previously amended on several occasions, which amendments have been previously recorded in the Public Records of Volusia County, Florida, and

WHEREAS, it is the desire of at least the required number of individual condominium unit owners to again amend the aforesaid Declaration to amend certain provisions;

NOW, THEREFORE, Section 11.2a(5) to the Declaration is amended to read as follows:

. . .

(5) Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in the amount determined by the regulations, but not to exceed the maximum amount permitted by law, to cover the costs incident to the determination by the Association.

IN WITNESS WHEREOF, the Oceans West One Condominium Association, Inc. has executed the above and foregoing Amendment this 14th day of January, 1992.

WITNESSES:

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

R. Michael Kennedy

By Jean Kirby
Jean Kirby, President

Juanita Hutchison

BOOK 3771 PAGE 4203 VOLUSIA CO.FL

FILED FOR RECORD
CLERK CIRCUIT COURT VOLUSIA CTY.,FL
92 JAN 17 PM 4:13

FILED FOR RECORD
RECORD VERIFIED
007216

FILED FOR RECORD
RECORD VERIFIED
121758

FILED FOR RECORD
CLERK OF THE CIRCUIT COURT VOLUSIA CO.,FL
92 SEP 17 AM 9:07

BOOK 3771 PAGE 4204
VOLUSIA CO. FL

BOOK 3720 PAGE 1354
VOLUSIA CO., FL

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of January, 1992, by JEAN KIRBY, President of Oceans West One Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me ~~or has produced~~ xxxxxxxxxxxxxxxxxxxxxxxxxxxx ~~as identification~~ and ~~did~~ (did not) take an oath.

Notary Public
Title/Rank

None
Serial Number

Juanita K. Hutchison
Notary Signature

Juanita K. Hutchison
Notary Name Printed

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB.26,1994
BONDED THRU GENERAL INS. UND.

124758

007216

BOOK PAGE
3720 1348
VOLUSIA CO.,FL

This Instrument Prepared by:
R. MICHAEL KENNEDY, Esquire
Post Office Box 4319
South Daytona, Florida 32121

BOOK 3771 PAGE 4205
VOLUSIA CO.FL

CORRECTED

CERTIFICATE OF AMENDMENT

THIS IS TO CERTIFY THAT:

The following is a true copy of the Amendment to the Declaration of Oceans West One Condominium Association, Inc., which Amendment was, after due and proper notice, approved by the mandatory percentage of condominium owners at a properly called membership meeting, as follows:

WHEREAS, the Declaration of Condominium of Oceans West One, a condominium, was recorded on May 25, 1983, in Official Records Book 2453, Page 929, Public Records of Volusia County, Florida, and

WHEREAS, said Declaration of Condominium has been previously amended on several occasions, which amendments have been previously recorded in the Public Records of Volusia County, Florida, and

WHEREAS, it is the desire of at least the required number of individual condominium unit owners to again amend the aforesaid Declaration to amend certain provisions;

NOW, THEREFORE, Section 11.2a(5) to the Declaration is amended to read as follows:

. . .

(5) Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in the amount determined by the regulations, but not to exceed the maximum amount permitted by law, to cover the costs incident to the determination by the Association.

FILED FOR RECORD
RECORD VERIFIED
OF THE CIRCUIT
COURT VOLUSIA CTY., FL.
92 JAN 17 PM 4:13

FILED FOR RECORD
RECORD VERIFIED
007214

FILED FOR RECORD
RECORD VERIFIED
124759

92 SEP 17 PM 9:07
CLERK OF THE CIRCUIT
COURT VOLUSIA CTY., FL.

IN WITNESS WHEREOF, Oceans West One Condominium Association, Inc. has executed the above and foregoing Amendment this 14th day of January, 1992.

WITNESSES:

R. Michael Kennedy

Juanita Hutchison

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By Jean Kirby
Jean Kirby, President

BOOK 3720 PAGE 1349 VOLUSIA CO. FL

BOOK 3771 PAGE 4206 VOLUSIA CO. FL

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of January, 1992, by JEAN KIRBY, President of Oceans West One Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me ~~or has produced~~ xxxxxxxxxxxxxxxxxxxxxxxxxxxx as ~~identification~~ and ~~did~~ (did not) take an oath.

Notary Public
Title/Rank

Juanita K. Hutchison
Notary Signature

None
Serial Number

Juanita K. Hutchison
Notary Name Printed

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB.26,1994
BONDED THRU GENERAL INS. UND.

NOTARY PUBLIC

124759

007214

11/13/1995 15:53
Instrument # 95171668
Book: 4052
Page: 4695

AMENDMENT TO SECTION 10.6 OF THE DECLARATION OF CONDOMINIUM OF OCEANS WEST ONE, A CONDOMINIUM

WHEREAS, the Declaration of Condominium of Oceans West One, a condominium, together with exhibits thereto, was recorded on May 25, 1983, in Official Records Book 2453, Page 929, Public Records of Volusia County, Florida; and

WHEREAS, it is the desire of at least the required number of individual condominium unit owners to amend Section 10.6 of the aforesaid Declaration; and

WHEREAS, said Declaration provides it may be amended by recording such Amendment, which shall be evidenced by a certificate executed in the manner required by The Condominium Act;

NOW, THEREFORE, Section 10.6 to the Declaration is amended to read as follows:

10.6 Leasing. Entire units may be leased or rented, provided the use and occupancy is by only one family, its servants and guests, provided that said leasing or rental shall be for a term of not less than three months. No unit owner may lease or rent his unit for any period between three (3) months and one (1) year without prior written approval of the Association. The approval process shall be the same as the process set forth in Section 11 hereof.

Book: 4052
Page: 4696
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, Oceans West One Condominium Association, Inc., has executed the above and foregoing Amendment this 22 day of Nov, 1995.

WITNESSES:

Please print name under signature:

Please print name under signature:

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By Barbara G. Miles
Barbara Miles, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of Nov, 1995, by Barbara Miles, President of Oceans West One Condominium Association, Inc., a Florida corporation, who is personally known to me or has produced _____ as identification.

Notary Public
Title or Rank

Notary Signature

Commission Number

Notary Name Printed

My Commission Expires:

DONNA McCLENDON
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM EXP AUG. 10, 1998
CC399463

171668

11/13/1995 15:53
Instrument # 95171669
Book: 4052
Page: 1497

This instrument Prepared by:
R. MICHAEL KENNEDY, Esquire
Post Office Box 4319
South Daytona, Florida 32121

CERTIFICATE OF AMENDMENT

THIS IS TO CERTIFY THAT:

The following is a true copy of the Amendment to Section 10.6 of the Declaration of condominium of Oceans West One, a condominium , which Amendment was, after due and proper notice, approved pursuant to Section 13.2a(1) thereof, to wit:

WHEREAS, the Declaration of Condominium of Oceans West One, a condominium, together with exhibits thereto, was recorded on May 25, 1983, in Official Records Book 2453, Page 929, Public Records of Volusia County, Florida; and

WHEREAS, it is the desire of at least the required number of individual condominium unit owners to amend Section 10.6 of the aforesaid Declaration; and

WHEREAS, said Declaration provides it may be amended by recording such Amendment, which shall be evidenced by a certificate executed in the manner required by The Condominium Act;

NOW, THEREFORE, Section 10.6 to the Declaration is amended to read as follows:

10.6 Leasing. Entire units may be leased or rented, provided the use and occupancy is by only one family, its servants and guests, provided that said leasing or rental shall be for a term of not less than three months. No unit owner may lease or rent his unit for any period between three (3) months and one (1) year without prior written approval of the Association. The approval process shall be the same as the process set forth in Section 11 hereof.

Book: 4052
Page: 4698
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, Oceans West One Condominium Association, Inc., has executed the above and foregoing Amendment this 3 day of Nov, 1995.

WITNESSES:

Harry Jansen
Please print name under signature:

[illegible]
Please print name under signature:

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By Barbara Miles
Barbara Miles, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3 day of Nov, 1995, by Barbara Miles, President of Oceans West One Condominium Association, Inc., a Florida corporation, who is personally known to me or has produced _____ as identification.

Notary Public
Title or Rank

[illegible]
Notary Signature

[illegible]
Commission Number

[illegible]
Notary Name Printed

My Commission Expires:

DONNA McGLENDON
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. AUG. 10, 1998
CC389483

171669

2453 0966

BOOK PAGE

62.

Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

GEORGE FIRESTONE
SECRETARY OF STATE

May 28, 1981

Everett Maynard, Esq.
P. O. box 3096
Daytona Beach, Fl. 32018

Ref. #: 64

Dear Mr. Maynard:

Articles of Incorporation for OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, were filed on May 27, 1981, and assigned charter number 758519. Your check for $38.00 has been received.

Enclosed is a certified copy of the articles.

Should you have any questions regarding this matter, please telephone (904)487-1322, the Word Processing Section.

Sincerely,

D. W. McKinnon, Director
Division of Corporations

DWM/mk

EXHIBIT C
to
Declaration of Condominium
of
Oceans West One, A Condominium

BOOK PAGE

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on May 27, 1981, as shown by the records of this office.

The charter number for this corporation is 758519.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 28th day of May, 1981.

George Firestone
Secretary of State

CER 101 Rev. 12-80

62.b.

2453 0370

BOOK PAGE

FILED
MAY 27 10 35 AM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

(A Non-Profit Florida Corporation)

ARTICLE I

Name and Location

Section 1. The name of this corporation shall be OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, and the principal office shall be in Daytona Beach Shores, Florida. The address of the corporation is One Oceans West Boulevard, Daytona Beach Shores, Florida, and the legal description of the land on which the hereinafter mentioned condominium, Oceans West One shall be built is described in Exhibit A attached hereto.

ARTICLE II

Purposes

Section 1. The purposes for which this corporation is formed are as follows:

A. To perform all of the acts and duties as are normally performed by a multifamily complex manager, as to the property included in the Declaration of Condominium covering Oceans West One, a condominium at One Oceans West Boulevard, Daytona Beach Shores, Volusia County, Florida, (herein referred to as "Declaration") and as to property which may be purchased or leased by the corporation and such acts and duties shall include, but are not limited to the following:

(1). To establish and collect assessments from the members for the purposes of operating, maintaining, repairing, improving, and administering said property including mortgage payments on property purchased by the corporation and rental payments on property leased by the corporation, and each member's interest in that property and to collect and enforce liens for assessments and all other liens, by suit if necessary.

(2). To provide from the proceeds of the assessments and other income for the operation, administration, maintenance, repair, improvements, replacements, rental, taxes, mortgage payments of the common elements, and property owned or leased by the corporation, if any. To provide insurance and utilities for said property.

B. To carry out the obligations and duties required of the corporation and to accept the benefits and privileges conferred upon it by the Declaration.

C. To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida law.

Section 2. No part of the income of this corporation shall be distributed to its members, directors or officers.

Section 3. The corporation shall have a lien on all condominium units to guarantee the payment of all charges and the performance of all covenants under the terms and conditions of these Articles of Incorporation, the By-Laws and the Declaration provided, however, said lien shall be subordinate and inferior to any recorded institutional first mortgage as provided in said Declaration.

ARTICLE III

Qualification of Members and Manner of Their Admission

Section 1. All persons owning a vested present interest evidenced by the recordation of a proper instrument in the public records of Volusia County, Florida, in the fee title to any one of the units constructed on the property described in Exhibit A attached hereto shall automatically become members, and their memberships shall automatically terminate when they no longer own such interest.

Section 2. Owners of each unit shall collectively be entitled to one (1) vote and shall by certificate in writing signed by all of the owners and filed with the Secretary of this corporation designate one individual to cast such vote.

Section 3. There shall not be more than 249 voting members at any one time and each may cast one vote, except that any unit owned by this corporation shall not be entitled to a vote.

Section 4. Until such time as one or more of said condominium units are sold and titled out to individual owners, the subscribers to these Articles of Incorporation shall constitute all of the members of the corporation. Upon the resignation, death or disqualification of one or more of said members, a successor or successors shall be appointed by the remaining member or members. At such time as one or more condominium units are titled out to an individual owner, the subscribers shall no longer be members unless they qualify by becoming a unit owner as herein provided.

ARTICLE IV

Duration

Section 1. This corporation shall have perpetual existence commencing on the date of execution and acknowledgment of these Articles.

ARTICLE V

Names and Residences of Subscribers

Section 1. The names and residences of the subscribers are as follows:

Name	Address
R. Don Henderson	1570 Poplar Drive Ormond Beach, Florida 32074
Edward R. Clark	4 Tenny Drive Daytona Beach, Florida 32018
Pamela C. Huggins	410 Arbor Grande Dr., Apt. Q-8 South Daytona, Florida 32019

ARTICLE VI

Management and Time of Election

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of a minimum of three (3) and not more than nine (9) members. The number of Directors shall be increased from three (3) to nine (9) as provided in the By-Laws.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at the regular annual meeting of the membership of the corporation to be held at 8:00 P.M. on the first Tuesday in December.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors at 8:00 P.M. on the first Tuesday in December in each year, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice President, Secretary and Treasurer and such other officers and agents as it shall deem desirable.

ARTICLE VII

Names of Officers

Section 1. The names of the officers who shall serve until the first election are as follows:

Office	Name	Address
President	R. Don Henderson	1570 Poplar Drive Ormond Beach, FL
Vice President	Edward R. Clark	4 Tenny Drive Daytona Beach, FL
Secretary	Pamela C. Huggins	410 Arbor Grande Drive Apartment Q-8 South Daytona, FL
Treasurer	Gloria F. Murphy	619 Dixie Lane South Daytona, FL

65.

ARTICLE VIII

Board of Directors

Section 1. The following three (3) persons shall constitute the first Board of Directors. Said first Board of Directors may appoint three (3) successors to serve as an interim Board of Directors at the first regular annual meeting of the members.

Name	Address
R. Don Henderson	1570 Poplar Drive Ormond Beach, Florida 32074
Edward R. Clark	4 Tenny Drive Daytona Beach, Florida 32018
Gloria F. Murphy	619 Dixie Lane South Daytona, Florida 32019

ARTICLE IX

By-Laws

Section 1. The initial By-Laws of this corporation may be adopted by the subscribers hereto and may be altered, amended or rescinded by recording such modification in the public records of Volusia County, Florida, signed by all of the subscribers to these Articles of Incorporation or their successors as provided in Article III, Section 4, and if said subscribers shall no longer be qualified as members, then by the vote of a majority of the unit owners at any annual meeting or at a special meeting called for that purpose and such alteration, amendment or revision has been approved in writing by all owners and holders of all mortgages or liens on any units.

ARTICLE X

Amendment of Articles of Incorporation

Section 1. All of the subscribers to these Articles of Incorporation or their successors as provided in Article III, Section 4, as all of the members of the corporation, may amend the Articles of Incorporation provided that at such time as said subscribers no longer qualify as members, then by the vote of a majority of the unit owners at any annual meeting or at a special meeting called for that purpose and such alteration, amendment or revision has been approved in writing by all owners and holders of all mortgages or liens on any units.

66.

WITNESS the hands and seals of the incorporators in the State and County mentioned, this 19th day of May, A.D. 1981.

R. Don Henderson (SEAL)

Edward R. Clark (SEAL)

Pamela C. Huggins (SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared R. DON HENDERSON, EDWARD R. CLARK and PAMELA C. HUGGINS, to me well known to be the subscribers to the foregoing Articles of Incorporation of Oceans West One Condominium Association, Inc., who, being by me first duly sworn, acknowledge that they signed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of May, A.D. 1981.

Notary Public, State of Florida at Large.
My commission expires:

Notary Public, State of Florida
My Commission Expires Jan. 7, 1985
Bonded Thru Troy Fain Insurance, Inc.

Section 4. - Use of Common Elements. No unit owner shall place or cause to be placed in the lobbies, stairways, vestibules, and other common elements and facilities any furniture, obstructions or objects of any kind.

Section 5. - Right of Entry

A. Each unit owner grants the right of entry to the manager or to any other person designated by the Board of Directors in the event of an emergency originating in or threatening any unit, whether or not the owner is present.

B. Any person designated by the Board of Directors shall be entitled to enter any unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that written notice is made in advance at a time convenient to the owner. In the event of an emergency, such right of entry may be immediate and without prior notice.

Section 6. - Rules of Conduct. The Board of Directors of the Association may adopt rules and regulations governing the conduct of unit owners in accordance with the provisions of these Bylaws.

ARTICLE VIII

Enforcement

Section 1. - Committees. For the purposes of assisting the Association with enforcing the terms and provisions of the Declaration of Condominium, the Articles of Incorporation of Oceans West One Condominium Association, Inc., these Bylaws and/or the Rules and Regulations adopted by the Board of Directors, as any may be amended and/or restated from time to time, the Board of Directors shall have the power, by a two-thirds (2/3) vote of all of the members of the Board of Directors, to establish committees for any or all of the following purposes:

A. Budget
B. Parking control
C. Pet control
D. Recreational facilities
E. Any other such committees as be deemed appropriate by the Board of Directors, and approved pursuant to this Section.

Section 2. -Enforcement. The Association, upon resolution of a majority of the Board of Directors, shall have the power to enforce, by any proceeding in law or in equity, the terms, provisions, restrictions, conditions, covenants, reservations, liens and charges imposed by the Declaration of Condominium, the Articles of Incorporation of Oceans West One Condominium

(Note: As these Second Amended and Restated Bylaws are a "Substantial rewording" of the Bylaws, it is advised to see the applicable provisions of the Bylaws for present text.)

67.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC. having been organized under the laws of the State of Florida with its principal office at One Oceans West Boulevard, as indicated in the Articles of Incorporation in the City of Daytona Beach Shores, County of Volusia, State of Florida, has named J. DOYLE TUMBLESON and EVERETT MAYNARD, JR. with offices at 42 South Peninsula Drive, City of Daytona Beach, County of Volusia, State of Florida, as its agents to accept service of process within this state.

Having been named to accept service of process for the above named corporation, at the place designated in this certificate, we hereby accept and agree to act in said capacity, and agree to comply with the provisions of said Act relative to keeping said office open.

THIS 19th day of May, 1981.

J. Doyle Tumbleson, Registered Agent

Everett Maynard, Jr., Registered Agent

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

Legal Description of Land

Condominium Tract One of Oceans West, A Planned Unit Development as per map in Map Book 38, Pages 66 through 71, Public Records of Volusia County, Florida, and being described as:

Part of Block "F", McElroy's Belleview Subdivision as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows:

From a point of reference being a point 1,111 ft., more or less West and 25 ft. North of the Southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the Easterly line of South Peninsula Drive, an 80 ft. street as presently established, run thence N 21°48'00" W along said Easterly line, a distance of 308.62 ft. to a point; thence departing said Easterly line of South Peninsula Drive, run thence N 65°33'14" E, 113.68 ft. to the POINT OF BEGINNING; thence continue N 65°33'14" E, 314.00 ft. to a point; thence N 24°26'46" W, 460.17 ft. to a point; thence S 65°33'14" W, 314.00 ft. to a point; thence S 24°26'46" E, 460.17 ft. to the POINT OF BEGINNING; containing 3.32 acres more or less.

EXHIBIT A
to
Articles of Incorporation

05/15/2006 05:10 PM
Instrument# 2006-124169 # 1
Book: 5830
Page: 3379

Prepared by and Return to:
Russell E. Klemm, Esquire
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

CERTIFICATE OF SECOND AMENDED AND RESTATED BYLAWS OF OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter "Association"), pursuant to Florida Statutes and the By-Laws of Oceans West One Condominium Association, Inc., recorded in Official Records Book 2453, at Page 0977, *et seq.*, of the Public Records of Volusia County, Florida, as same may have been amended from time to time, (hereinafter referred to as the "Bylaws"), hereby certifies that the Second Amended and Restated Bylaws of Oceans West One Condominium Association, Inc. (hereinafter referred to as the "Amendment"), attached hereto and by reference made a part hereof, was duly adopted on the 27 day of March, 2006, by the affirmative vote of two-thirds of those unit owners present, in person or by proxy, at a duly called meeting of the unit owners.

Association is a not-for-profit corporation created pursuant to Chapter 617, Florida Statutes and a condominium association subject to Chapter 718, Florida Statutes.

Pursuant to Article X - AMENDMENTS, of the Bylaws, as amended, the Bylaws may be amended by a resolution adopted at any duly called meeting of the unit owners, such adoption to be by the affirmative vote of two-thirds of those unit owners present, in person or by proxy, at such meeting.

Upon recording of this Certificate, it is the intent of the Association that henceforth the Bylaws, and any amendments thereto, are superceded and completely replaced with the Amendment attached hereto. Please note, as the attached Amendment is a "Substantial rewording" of the Bylaws, it is advised to see the applicable provisions of the Bylaws for present text.

IN WITNESS WHEREOF, Oceans West One Condominium Association, Inc. has caused this Certificate to be executed in its name, this 24 day of April, 2006.

Signed, sealed and delivered
in the presence of:

(Sign) Robin Eidson

(Print) Robin Eidson

(Sign) Ralph Phillips

(Print) RALPH PHILLIPS

Oceans West One Condominium
Association, Inc.

By: _____
_____, President

RITA GAIL STINSON
MY COMMISSION # DD415135
EXPIRES: Apr. 5, 2009
Florida Notary Service.com
(407) 398-0153
NOTARY PUBLIC STATE OF FLORIDA

Instrument# 2006-124169 # 2
Book: 5830
Page: 3380

(Sign) Robin Eidson

(Print) Robin Eidson

(Sign) Ralph Phillips

(Print) RALPH PHILLIPS

Attest: Germaine M. G. Haswell
GERMAINE M. G. HASWELL, Secretary

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing CERTIFICATE OF SECOND AMENDED AND RESTATED BYLAWS OF OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC. was acknowledged before me this 24 day of APRIL, 2006, by John Clifford, as President of OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who produced Photo I.D. as identification.

(Sign)_____
(Print)_____
NOTARY PUBLIC
My Commission Expires:

RITA GAIL STINSON
MY COMMISSION # DD415135
EXPIRES: Apr. 5, 2009
Florida Notary Service.com

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing CERTIFICATE OF SECOND AMENDED AND RESTATED BYLAWS OF OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC. was acknowledged before me this 24 day of April, 2006, by Germaine Haswell, as Secretary of OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who produced Photo I.D. as identification.

(Sign)_____
(Print)_____
NOTARY PUBLIC
My Commission Expires:

RITA GAIL STINSON
MY COMMISSION # DD415135
EXPIRES: Apr. 5, 2009
Florida Notary Service.com

INSTRUMENT# 2000-124165 # 5
Book: 5830
Page: 3381

SECOND AMENDED AND RESTATED BYLAWS OF OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

(A Florida Not for Profit Corporation)

ARTICLE I

Section 1. - Identity. These are the Second Amended and Restated Bylaws (hereinafter "Bylaws") of OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC. (hereafter Association), a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering and operating Oceans West One Condominium pursuant to Chapter 718, Florida Statutes, referred to as The Condominium Act in these Bylaws, as that statute may be amended from time to time.

Section 2. - Office. The office of the Association shall be located at One Oceans West Boulevard, Daytona Beach Shores, Florida.

Section 3. - Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 4 - Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

ARTICLE II

Membership, Voting, Majority of Owners, Quorum, Proxies

Section 1. - Membership. The owners of each unit shall automatically be members of the Association as provided in the Declaration of Condominium.

Section 2. - Voting. Voting shall be based on unit ownership as provided for in the Declaration and each unit shall be entitled to one vote, except that where a unit is owned by the Association no vote shall be allowed for such unit. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until

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(Note: As these Second Amended and Restated Bylaws are a "Substantial rewording" of the Bylaws, it is advised to see the applicable provisions of the Bylaws for present text.)

revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may he revoked by any record owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

Section 3. - Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners holding a majority of the votes in accordance with the votes as assigned in the Declaration.

Section 4. - Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of the total voting interests shall constitute a quorum.

Section 5. - Proxies. Votes may be cast in person or by limited proxy. A limited proxy may be made by any person entitled to vote and shall name the person authorized to vote, shall state the date, time and place of the meeting for which the limited proxy is given and shall be valid only for the particular meeting designated in the limited proxy or if adjourned to date, time and place certain, to the continuation thereof, but in no event longer than ninety (90) days. A limited proxy must be filed with the Secretary before the commencement of the meeting, or if given for the continued portion of an adjourned meeting, before the time to which the meeting is adjourned.

ARTICLE III

Administration

Section 1. - Association Responsibilities. The owners of the units, being all of the members of this corporation, constitute the association of owners, which association shall have the responsibility of management of the condominium, including but not limited to the collection of assessments.

Section 2. - Place of Meetings. Meetings of the Association shall be held at the principal office of the condominium or such other place as may be determined by the Board of Directors.

Section 3. - Annual Meeting! of Owners. The annual members' meeting of the Association shall be held annually, at such time and on such date as determined by the Board of Directors, for the purpose of transacting any business authorized to be transacted by the members.

Section 4. - Special Meetings of Owners. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by twenty-five (25 %) percent of the record owners having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

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No business shall be transacted at a special meeting except as stated in the notice.

Section 5. - Notice of Meetings of Owners. It shall be the duty of the Secretary to mail to each unit owner and to post at a conspicuous place on the condominium property 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, at least fourteen (14) consecutive days prior to such meeting. A certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of meetings in writing prior to, at or after said meeting, which waiver shall be filed as part of the minutes of the meeting.

Section 6. - Adjourned Meetings. If any meeting of owners cannot be conducted because a quorum is not present, the owners, either in person or by proxy, may adjourn the meeting to a date not later than sixty (60) days from the date of the initially-scheduled meeting.

Section 7. - Order of Business. At annual members' meetings and as far as practical at other members' meetings, the order of business shall be:

1. Calling of the roll and certification of proxies
2. Opening and counting of ballots for election of directors
3. Proof of notice of meeting or waiver of notice
4. Reading and disposal of minutes
5. Reports of officers
6. Reports of committees
7. Unfinished business
8. New business
9. Adjournment

Section 8. - Parliamentary Rules. Roberts Rules of Order (latest revision and edition) shall govern the conduct of the Association and Board of Directors meetings when not in conflict with the Declaration of Condominium or these Bylaws.

Section 9. - Indemnification of Directors and Officers. The Association shall indemnify any and all persons who may serve or who have served at any time as directors or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses, including amounts paid upon judgments, legal fees, or amounts paid in settlements (before or after suit is commenced), actually incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them, or any of them, by reason of having been a director or officer of the Association, except in such cases w herein t he director or officer is adjudged guilty of willful misfeasance or willful malfeasance, in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of members or otherwise.

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ARTICLE IV

Board of Directors

Section 1. - Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of three (3), five (5), or seven (7) members of the Association, as shall be established by the Association's Board of Directors from time to time.

Section 2. - Election. Election of directors shall be conducted in accordance with Florida Statutes, as they may be amended from time to time, and the administrative rules promulgated pursuant thereto.

A. Except as to vacancies created by removal of directors (see Section 7), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by the remaining directors. Such appointment shall remain in effect until the next regularly scheduled election, when elections shall be held to fill the unexpired term.

B. The Board of Directors shall not create or appoint a nominating committee for the purpose of nominating candidates to the board. The board may appoint a search committee which shall have no authority to nominate any candidate, but may encourage qualified persons to be candidates for the board.

Section 3. - Term. The term of each director's service shall be one year. Any director currently serving on the Board as of the date of adoption of these Bylaws shall be considered to serve only until the next regularly-scheduled election at an annual meeting of the Association or until their successors are elected and qualify. Except as necessary to fill vacancies pursuant to Section 2A above, the same number of directors as there are positions (i.e. directorships) on the Board of Directors shall be elected at each annual election.

Section 4. - 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 Bylaws directed to be exercised and done by the members. Notwithstanding any other provision contained herein, and notwithstanding the provision of Section 5.2 of the Declaration, the Board of Directors has the authority to expend up to but not in excess of $5,000.00 for any alterations or additions to common elements. Any alterations or additions to the common elements in excess of $5,000.00 shall require approval by. a majority of the Board of Directors and the approval of 75 % of all voting interests. Alterations or additions to the common elements shall not include routine maintenance or items included in specific reserve accounts. The determination of whether an item is routine maintenance shall be vested exclusively in the Board of Directors.

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Section 5. - Other Duties. In addition to the duties imposed by these Bylaws or by the resolutions onhe Association, the Board of Directors shall be responsible for the following:

A. Compliance with all terms and conditions of the Declaration.

B. Care and maintenance of the condominium and the common elements limited common elements and other recreational facilities as may be required by the Declaration of Condominium.

C. Collection of assessments from the owners.

D. Employment, dismissal and control of personnel necessary for the maintenance and operation of the condominium.

Section 6. - Vacancies. Any vacancy occurring on the Board of Directors prior to the expiration of a term, except in the event of a vacancy caused by recall, may be filled by affirmative vote of a majority of the remaining directors even if the remaining directors constitute less than a quorum or by the sole remaining director or at the discretion of the remaining board by an election in accordance with Florida law. Any director appointed or elected because of the vacancy occurring prior to the expiration of a term will serve until the next regularly scheduled election, regardless of whether the board seat to which the member was appointed or elected is scheduled to be filled at that election.

Section 7. - Removal of Directors. Recall of members of the Board of Directors shall be conducted in accordance with Florida law.

Section 8. - Organizational 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 to the newly-elected directors shall be necessary to legally conduct such meeting, provided a majority of the directors 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. Notice of meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least forty-eight (48) hours prior to the time set for such meeting and notice thereof shall be posted in accordance with Florida Statutes.

Section 10. - Special Meetings. Special meetings of the Beard of Directors may be called by the President upon forty-eight (48) hours notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the meeting time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like

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manner and on like notice upon the written request of at least three (3) directors. Notice of any special meeting shall be posted in accordance with Florida Statutes.

Section 11. - Waiver of Notice. Before, at or after 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 shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting, no other notice to the directors shall be required and any business may be transacted at such meeting as permitted by Florida Statutes.

Section 12. - 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 Director. If, at any meeting of the Board of Directors, there shall 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. - Notice of Board of Directors Meeting to Unit Owners. Notwithstanding any other provision of these Bylaws, all meetings of the Board of Directors shall be open to all unit owners and notices of meetings shall be posted at a conspicuous place on the condominium property forty-eight (48) consecutive hours in advance of the meeting for the attention of unit owners, except in an emergency.

Section 14. - Rules of Conduct. The board shall adopt reasonable rules regarding the frequency, duration and manner of unit owner participation at meetings. Unit owners shall not be denied the opportunity to speak at meetings of the Board of Directors.

Section 15. - Voting by Directors. A director who is present at a meeting at which any action is taken shall be presumed to have assented to the action unless he votes against such action or abstains from voting in, respect thereto because of an asserted conflict of interest. A vote for or against or abstention for each member present (by name) shall be recorded in the minutes.

Section 16. - Emergency Meetings. An emergency meeting of the Board of Directors may be called by the President or by a majority of the Board of Directors without 48 hours prior notice.

Section 17. - Minutes. Minutes of any meeting of the Board of Directors shall be reduced to writing and shall be available for inspection by unit owners or their authorized representatives within (30) days after the date of the meeting.

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Section 18. - Frequently Asked Questions and Answers Sheet. The Association shall maintain a Frequently Asked Questions and Answers Sheet in accordance with Florida law.

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 the Board of Directors and all of whom shall be members of the Board of Directors. The directors may appoint an Assistant Treasurer, an Assistant Secretary, or such other officers, including one or more Vice Presidents, as in their judgment may be necessary. The officers of the Association shall have a fiduciary relationship to the unit owners.

Section 2. - Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational 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 Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular or special meeting of the Board of Directors.

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 customarily vested in the office of the president of an association including, but not limited to, the power to appoint committees from time to time as he may, in his discretion, deem appropriate. Committees may also be established by the Board of Directors.

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 do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be requested of him by the Board of Directors.

Section 6. - Secretary. The Secretary shall keep the Association's records and the minutes of all meetings of the Board of Directors and of all meetings of the Association. The minutes shall be retained for a period of not less than seven (7) years. He shall have charge of such books and records as the Florida Statutes and the Board of Directors may direct and he shall perform all of the duties incident to the office of Secretary.

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Section 7. - Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of receipts and disbursements of the Association in accordance with generally accepted accounting practices. Such accounting records shall include a record of all receipts and expenditures, an account for each unit which shall designate the name and address of the unit owners, the amount of each assessment, the dates and amounts in which the assessments become due, the amounts paid upon the account and the balance due. He shall be responsible for the deposit of all monies 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.

Section 8. - Fidelity Bonding. Any person who controls or disburses funds (as defined in Florida Statutes Chapter 718, or its successor) of the Association shall be covered by a fidelity bond in such amount as the Board of Directors may determine is adequate to safeguard the funds of the Association, but in no event less than the amount required by Florida Statutes. The Association shall bear the cost of such bonding.

ARTICLE VI

Fiscal Management

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

Section 1. - Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate, all of which expenditures shall be common expenses.

Section 2. - Budget. The Board of Directors shall adopt a budget for each fiscal year. A copy of the proposed annual budget of common expenses and reserves shall be mailed to all unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The Secretary shall provide written notice to the unit owners of the time and place at which the meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to all unit owners. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal year exceeding 115 % of the assessment for the preceding year, upon written application of ten (10%) percent of the voting interests, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either event, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less

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than a majority of all voting interests. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members and if such budget is approved by a majority of the voting interests at the meeting, such budget shall not thereafter be reexamined by the unit owners in the manner herein above set forth. In determining whether assessments exceed 115 % of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect to repair or replacement of the condominium property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation assessment for betterments. to the condominium. Such proposed annual budget shall include those items specified in the Declaration and these Bylaws and as may be required by law from time to time.

Section 3. - Assessments. Assessments against the unit owners for their proportionate shares of the common expenses and reserves shall be made for the fiscal year annually in advance. Such assessment shall be payable in twelve (12) equal monthly installments on the first day of each month or, at the discretion of the Board of Directors, in four (4) equal quarterly installments. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended by the Board of Directors. Assessments shall be paid timely and in amounts not less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any funds remaining at the end of the fiscal year, at the discretion of the Board of Directors, may be applied to reduce the assessment for the following year.

Section 4. - Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of any installment, the Board of Directors may, to the maximum extent permitted by law, accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated. in the notice, but not less than ten (10) days after delivery of the notice to the unit owner or not less than twenty (20) days after the mailing of such notice to him by certified mail, whichever shall first occur.

Section 5 - Special Assessments. The Board of Directors shall have the authority to levy and collect special assessments at any duly called regular or special meeting of the Board of Directors. Special assessments shall be made after notice thereof is provided to all unit owners. After such notice, the special assessment shall become effective, and it shall be due in such manner as the Board of Directors may require in the notice of assessment.

Section 6. - Late Payment, Penalty and Interest. The Board of Directors may impose a late payment penalty of up to $25.00 per delinquent installment or five (5 %) percent of the amount of

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the delinquent installment, whichever is greater. In addition thereto, the Board of Directors may impose interest upon any delinquent installment at the maximum rate permitted by law.

Section 7. - Other Remedies. The Board of Directors shall have such authority to collect and enforce assessments, regular and special, as may be granted from time to time by Florida Statutes, including but not limited to, the recovery of attorneys' fees and costs.

Section 8. - Legal Action, Requirement to Notify Unit Owners. In any legal proceeding in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Board of Directors shall give notice of the potential exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend, A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

ARTICLE VII
Obligations of Owners

Section 1. - Assessments. Owners are obligated to pay all taxes and assessments as and when they become due, whether assessed or levied directly or against the condominium and prorated by the Board of Directors.

Section 2. - Maintenance and Repair.

A. Each unit owner must promptly perform all maintenance and repair within his own unit, which if not performed would adversely affect the condominium in its entirety or any portion thereof. Each unit owner is responsible for any damage or liability resulting from the failure to maintain and repair.

B. Repairs to installations within the unit including, but not limited to, water, electricity, gas; sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps, and other accessories comprising part of the unit, except repairs to installations which are the specific responsibility of the Association, shall be at the owner's expense, unless the repair is covered by insurance.

Section 3. - Use of Family Units - Internal Changes.

A. All units shall be used for residential purposes only.

B. No unit owner shall make any structural modifications or alterations in his unit or installations located therein except in the manner provided in the Declaration and these Bylaws.

(Note: As these Second Amended and Restated Bylaws are a "Substantial rewording" of the Bylaws, it is advised to see the applicable provisions of the Bylaws for present text.)

Association, Inc., these Bylaws and/or the Rules and Regulations adopted by the Board of Directors, as any may be amended and/or restated from time to time. Failure by the Association or the Board of Directors to enforce any covenant or restrictions therein contained shall in no event be deemed a waiver of the right to do so thereafter. The offending Owner and/or occupant shall be responsible to the Association for all costs and fees of enforcement, specifically including, without limitation, court costs, and reasonable attorneys' and paralegals' fees, regardless of whether suit is brought (including such fees and costs before trial, at trial and on appeal).

ARTICLE IX

Amendments

Section 1. - Bylaws. These Bylaws may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners, such adoption to be by the affirmative vote of two-thirds (2/3) of the unit Owners who are entitled to vote and who are present in person or by proxy at any annual or special meeting of the membership of the Association (*i.e.* once a quorum is established at any regular or special meeting of the membership of the Association, two-thirds (2/3) of the Owners who are entitled to vote and who are present in person or by proxy may amend the these Bylaws). No amendment shall be valid until: (1) a Certificate of Amendment incorporating the amendment has been executed and acknowledge by the President and Secretary of the Association, which officers shall certify and attest that the amendment was approved by the required percentage of unit Owners; and (2) the amendment, and the Certificate of Amendment, has been recorded in the Public Records of Volusia County, Florida. Such amendment shall be duly recorded in compliance with Florida Statutes Chapter 718 or its successor. No amendment shall change any condominium parcel or the share of the common elements, common expenses or common surplus attributable to any parcel, or the voting rights appurtenant to any parcel, unless the record owner thereof and all record owners of liens upon such parcel or parcels join in the execution of such amendment.

After approvals, a copy of the amendments shall be sent to all unit owners.

ARTICLE X

Compliance

Section 1. - Conflict with Declaration. In the event any provision herein conflicts with the provisions of the Declaration of Condominium, the provisions of the Declaration of Condominium will prevail.

(Note: As these Second Amended and Restated Bylaws are a "Substantial rewording" of the Bylaws, it is advised to see the applicable provisions of the Bylaws for present text.)

BOOK 3892 PAGE 3576
VOLUSIA CO., FL
11/15/93

AMENDED AND RESTATED BYLAWS OF OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

(A Florida Not for Profit Corporation)

ARTICLE I

Section 1. - Identity. These are the Bylaws of OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC. (hereafter Association), a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering and operating Oceans West One Condominium pursuant to Chapter 718, Florida Statutes, referred to as The Condominium Act in these Bylaws, as that statute may be amended from time to time.

Section 2. - Office. The office of the Association shall be located at One Oceans West Boulevard, Daytona Beach Shores, Florida.

Section 3. - Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 4 - Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

CLERK OF THE CIRCUIT COURT VOLUSIA CO., FL
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ARTICLE II

Membership, Voting, Majority of Owners, Quorum, Proxies

Section 1. - Membership. The owners of each unit shall automatically be members of the Association as provided in the Declaration of Condominium.

Section 2. - Voting. Voting shall be based on unit ownership as provided for in the Declaration and each unit shall be entitled to one vote, except that where a unit is owned by the Association no vote shall be allowed for such unit. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. 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. A certificate designating the person entitled to cast the vote of a unit may be revoked by any record owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

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Section 3. - Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners holding a majority of the votes in accordance with the votes as assigned in the Declaration.

Section 4. - Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of the total voting interests shall constitute a quorum.

Section 5. - Proxies. Votes may be cast in person or by limited proxy. A limited proxy may be made by any person entitled to vote and shall name the person authorized to vote, shall state the date, time and place of the meeting for which the limited proxy is given and shall be valid only for the particular meeting designated in the limited proxy or if adjourned to date, time and place certain, to the continuation thereof, but in no event longer than ninety (90) days. A limited proxy must be filed with the Secretary before the commencement of the meeting, or if given for the continued portion of an adjourned meeting, before the time to which the meeting is adjourned.

ARTICLE III

Administration

Section 1. - Association Responsibilities. The owners of the units, being all of the members of this corporation, constitute the association of owners, which association shall have the responsibility of management of the condominium, including but not limited to the collection of assessments.

Section 2. - Place of Meetings. Meetings of the Association shall be held at the principal office of the condominium or such other place as may be determined by the Board of Directors.

Section 3. - Annual Meeting of Owners. The annual members' meeting of the Association shall be held annually, at such time and on such date as determined by the Board of Directors, for the purpose of transacting any business authorized to be transacted by the members.

Section 4. - Special Meetings of Owners. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by twenty-five (25%) percent of the record owners having been presented to the Secretary. 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.

Section 5. - Notice of Meetings of Owners. It shall be the duty of the Secretary to mail to each unit owner and to post at a conspicuous place on the condominium property 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, at least fourteen (14) consecutive days prior to such meeting. A certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of meetings in writing prior to, at or after said meeting, which waiver shall be filed as part of the minutes of the meeting.

Section 6. - Adjourned Meetings. If any meeting of owners cannot be conducted because a quorum is not present, the owners, either in person or by proxy, may adjourn the meeting to a date not later than sixty (60) days from the date of the initially-scheduled meeting.

Section 7. - Order of Business. At annual members' meetings and as far as practical at other members' meetings, the order of business shall be:

1. Calling of the roll and certification of proxies
2. Opening and counting of ballots for election of directors
3. Proof of notice of meeting or waiver of notice
4. Reading and disposal of minutes
5. Reports of officers
6. Reports of committees
7. Unfinished business
8. New business
9. Adjournment

Section 8. - Parliamentary Rules. Roberts Rules of Order (latest revision and edition) shall govern the conduct of the Association and Board of Directors meetings when not in conflict with the Declaration of Condominium or these Bylaws.

Section 9. - Indemnification of Directors and Officers. The Association shall indemnify any and all persons who may serve or who have served at any time as directors or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses, including amounts paid upon judgments, legal fees, or amounts paid in settlements (before or after suit is commenced), actually incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them, or any of them, by reason of having been a director or officer of the Association, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or willful malfeasance, in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of members or otherwise.

ARTICLE IV

Board of Directors

Section 1. - Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of nine (9) members of the Association.

Section 2. - Election. Election of directors shall be conducted in accordance with Florida Statutes, as they may be amended from time to time, and the administrative rules promulgated pursuant thereto.

A. Except as to vacancies created by removal of directors (see Section 7), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by the remaining directors. Such appointment shall remain in effect until the next regularly scheduled election, when elections shall be held to fill the unexpired term.

B. The Board of Directors shall not create or appoint a nominating committee for the purpose of nominating candidates to the board. The board may appoint a search committee which shall have no authority to nominate any candidate, but may encourage qualified persons to be candidates for the board.

Section 3. - Term. The term of each director's service shall be three years and shall be staggered in accordance with the terms of office in effect as of the date of adoption of these Amended and Restated Bylaws and those directors serving as of the date of said adoption shall continue to fill the unexpired portion of their terms or until their successors are elected and qualify. Except as necessary to fill vacancies pursuant to Section 2A above, three directors shall be elected at each annual election.

Section 4. - 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 Bylaws directed to be exercised and done by the members. Notwithstanding any other provision contained herein, and notwithstanding the provision of Section 5.2 of the Declaration, the Board of Directors has the authority to expend up to but not in excess of $5,000.00 for any alterations or additions to common elements. Any alterations or additions to the common elements in excess of $5,000.00 shall require approval by a majority of the Board of Directors and the approval of 75% of all voting interests. Alterations or additions to the common elements shall not include routine maintenance or items included in specific reserve accounts. The determination of whether an item is routine maintenance shall be vested exclusively in the Board of Directors.

Section 5. - Other Duties. In addition to the duties imposed by these Bylaws or by the resolutions of the Association, the Board of Directors shall be responsible for the following:

A. Compliance with all terms and conditions of the Declaration.

B. Care and maintenance of the condominium and the common elements limited common elements and other recreational facilities as may be required by the Declaration of Condominium.

C. Collection of assessments from the owners.

D. Employment, dismissal and control of personnel necessary for the maintenance and operation of the condominium.

Section 6. - Vacancies. Any vacancy occurring on the Board of Directors prior to the expiration of a term, except in the event of a vacancy caused by recall, may be filled by affirmative vote of a majority of the remaining directors even if the remaining directors constitute less than a quorum or by the sole remaining director or at the discretion of the remaining board by an election in accordance with Florida law. Any director appointed or elected because of the vacancy occurring prior to the expiration of a term will serve until the next regularly scheduled election, regardless of whether the board seat to which the member was appointed or elected is scheduled to be filled at that election.

Section 7. - Removal of Directors. Recall of members of the Board of Directors shall be conducted in accordance with Florida law.

Section 8. - Organizational 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 to the newly-elected directors shall be necessary to legally conduct such meeting, provided a majority of the directors 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. Notice of meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least forty-eight (48) hours prior to the time set for such meeting and notice thereof shall be posted in accordance with Florida Statutes.

Section 10. - Special Meetings. Special meetings of the Board of Directors may be called by the President upon forty-eight (48) hours notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the meeting time, place 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 upon the written request of at least three (3) directors. Notice of any special meeting shall be posted in accordance with Florida Statutes.

Section 11. - Waiver of Notice. Before, at or after 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 shall be a waiver of notice by him of the time and place thereof. If all the directors are present at

any meeting, no other notice to the directors shall be required and any business may be transacted at such meeting as permitted by Florida Statutes.

Section 12. - 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 shall 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. - Notice of Board of Directors Meeting to Unit Owners. Notwithstanding any other provision of these Bylaws, all meetings of the Board of Directors shall be open to all unit owners and notices of meetings shall be posted at a conspicuous place on the condominium property forty-eight (48) consecutive hours in advance of the meeting for the attention of unit owners, except in an emergency.

Section 14. - Rules of Conduct. The board shall adopt reasonable rules regarding the frequency, duration and manner of unit owner participation at meetings. Unit owners shall not be denied the opportunity to speak at meetings of the Board of Directors.

Section 15. - Voting by Directors. A director who is present at a meeting at which any action is taken shall be presumed to have assented to the action unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A vote for or against or abstention for each member present (by name) shall be recorded in the minutes.

Section 16. - Emergency Meetings. An emergency meeting of the Board of Directors may be called by the President or by a majority of the Board of Directors without 48 hours prior notice.

Section 17. - Minutes. Minutes of any meeting of the Board of Directors shall be reduced to writing and shall be available for inspection by unit owners or their authorized representatives within 30 days after the date of the meeting.

Section 18. - Frequently Asked Questions and Answers Sheet. The Association shall maintain a Frequently Asked Questions and Answers Sheet in accordance with Florida law.

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 the Board of Directors and all of whom shall be members of the Board of Directors. The directors may appoint an Assistant Treasurer, an Assistant Secretary, or such other officers, including one or more Vice Presidents, as in their judgment may be necessary. The officers of the Association shall have a fiduciary relationship to the unit owners.

Section 2. - Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational 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 Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular or special meeting of the Board of Directors.

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 customarily vested in the office of the president of an association including, but not limited to, the power to appoint committees from time to time as he may, in his discretion, deem appropriate. Committees may also be established by the Board of Directors.

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 do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be requested of him by the Board of Directors.

Section 6. - Secretary. The Secretary shall keep the Association's records and the minutes of all meetings of the Board of Directors and of all meetings of the Association. The minutes shall be retained for a period of not less than seven (7) years. He shall have charge of such books and records as the Florida Statutes and the Board of Directors may direct and he shall perform all of 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 receipts and disbursements of the Association in accordance with generally accepted accounting practices. Such accounting records shall include a record of all receipts and expenditures, an account for each unit which shall designate the name and address of the unit owners, the amount of each assessment, the dates and amounts in which the assessments become due, the amounts paid upon

the account and the balance due. He shall be responsible for the deposit of all monies 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.

Section 8. - Fidelity Bonding. Any person who controls or disburses funds (as defined in Florida Statutes Chapter 718, or its successor) of the Association shall be covered by a fidelity bond in such amount as the Board of Directors may determine is adequate to safeguard the funds of the Association, but in no event less than the amount required by Florida Statutes. The Association shall bear the cost of such bonding.

ARTICLE VI

Fiscal Management

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

Section 1. - Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate, all of which expenditures shall be common expenses.

Section 2. - Budget. The Board of Directors shall adopt a budget for each fiscal year. A copy of the proposed annual budget of common expenses and reserves shall be mailed to all unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The Secretary shall provide written notice to the unit owners of the time and place at which the meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to all unit owners. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal year exceeding 115% of the assessment for the preceding year, upon written application of ten (10%) percent of the voting interests, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either event, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of all voting interests. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members and if such budget is approved by a majority of the voting interests at the meeting, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect to repair or replacement of the condominium property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation assessment for

betterments to the condominium. Such proposed annual budget shall include those items specified in the Declaration and these Bylaws and as may be required by law from time to time.

Section 3. - Assessments. Assessments against the unit owners for their proportionate shares of the common expenses and reserves shall be made for the fiscal year annually in advance. Such assessment shall be payable in twelve (12) equal monthly installments on the first day of each month or, at the discretion of the Board of Directors, in four (4) equal quarterly installments. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended by the Board of Directors. Assessments shall be paid timely and in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any funds remaining at the end of the fiscal year, at the discretion of the Board of Directors, may be applied to reduce the assessment for the following year.

Section 4. - Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of any installment, the Board of Directors may, to the maximum extent permitted by law, accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner or not less than twenty (20) days after the mailing of such notice to him by certified mail, whichever shall first occur.

Section 5. - Special Assessments. The Board of Directors shall have the authority to levy and collect special assessments at any duly called regular or special meeting of the Board of Directors. Special assessments shall be made after notice thereof is provided to all unit owners. After such notice, the special assessment shall become effective, and it shall be due in such manner as the Board of Directors may require in the notice of assessment.

Section 6. - Late Payment, Penalty and Interest. The Board of Directors may impose a late payment penalty of up to $25.00 per delinquent installment or five (5%) percent of the amount of the delinquent installment, whichever is greater. In addition thereto, the Board of Directors may impose interest upon any delinquent installment at the maximum rate permitted by law.

Section 7. - Other Remedies. The Board of Directors shall have such authority to collect and enforce assessments, regular and special, as may be granted from time to time by Florida Statutes, including but not limited to, the recovery of attorneys' fees and costs.

Section 8. - Legal Action, Requirement to Notify Unit Owners. In any legal proceeding in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Board of Directors shall give notice of the potential

exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

ARTICLE VII

Obligations of Owners

Section 1. - Assessments. Owners are obligated to pay all taxes and assessments as and when they become due, whether assessed or levied directly or against the condominium and prorated by the Board of Directors.

Section 2. - Maintenance and Repair.

A. Each unit owner must promptly perform all maintenance and repair within his own unit, which if not performed would adversely affect the condominium in its entirety or any portion thereof. Each unit owner is responsible for any damage or liability resulting from the failure to maintain and repair.

B. Repairs to installations within the unit including, but not limited to, water, electricity, gas, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps, and other accessories comprising part of the unit, except repairs to installations which are the specific responsibility of the Association, shall be at the owner's expense, unless the repair is covered by insurance.

Section 3. - Use of Family Units - Internal Changes.

A. All units shall be used for residential purposes only.

B. No unit owner shall make any structural modifications or alterations in his unit or installations located therein except in the manner provided in the Declaration and these Bylaws.

Section 4. - Use of Common Elements. No unit owner shall place or cause to be placed in the lobbies, stairways, vestibules, and other common elements and facilities any furniture, obstructions or objects of any kind.

Section 5. - Right of Entry.

A. Each unit owner grants the right of entry to the manager or to any other person designated by the Board of Directors in the event of an emergency originating in or threatening any unit, whether or not the owner is present.

B. Any person designated by the Board of Directors shall be entitled to enter any unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that written notice is made in advance at a time convenient to the owner. In the event of an emergency, such right of entry may be immediate and without prior notice.

Section 6. - Rules of Conduct. The Board of Directors of the Association may adopt rules and regulations governing the conduct of unit owners in accordance with the provisions of these Bylaws.

ARTICLE VIII IX

Enforcement

Section 1. - Enforcement Committee. For the purposes of enforcing the terms and provisions of the Declaration of Condominium, the Articles of Incorporation of Oceans West One Condominium Association, Inc., these Bylaws and/or the Rules and Regulations adopted by the Board of Directors; the Oceans West One Enforcement Committee is hereby created and established.

A. Composition. The Oceans West One Enforcement Committee shall consist of five (5) members, all of whom shall be unit owners but none may be a director. The members of the committee shall be appointed by the Board of Directors and shall serve for a term of one (1) year and thereafter until their successor is appointed. The committee shall elect from its members its own Chairman and its own Secretary who shall keep minutes of all proceedings of the committee.

B. Duty to Investigate. It shall be the duty of the committee to investigate any alleged violation of the terms and provisions of the Declaration of Condominium, the Articles of Incorporation, these Bylaws and the Rules and Regulations adopted by the Board of Directors. Alleged violations may be brought to the committee by a complaint in writing signed by a unit owner, referred to the committee by the Board of Directors or the committee may act upon its own motion.

C. Initiation of Action. An action under this section may be initiated by the committee. The complaint shall include a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, so that the respondent will be able to adequately prepare his defense. The complaint shall specify the specific provisions of The Condominium Act, the Declaration of Condominium, Articles of Incorporation, Bylaws or Rules and Regulations which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

D. Service of Complaint. Upon the filing of the complaint, the committee shall serve a copy thereof on the respondent by either of the following means: (1) personal delivery or (2) by certified mail, return receipt requested, and addressed to respondent at the address appearing on the records of the Association.

E. Notice of Hearing. Together with service of complaint, the committee shall serve a notice, which notice shall be substantially in the following form but may include other information:

> "You are hereby notified that a hearing will be held before the Oceans West One Enforcement Committee at _____, on the _____ day of _____, 199____, at the hour of _____ upon the charges made in the complaint served upon you. You may be present at the hearing, and may, but need not be represented by counsel, may have a court reporter present at the hearing, may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you."

If no later than twenty-four (24) hours prior to the hearing, respondent shows good cause as to why he cannot attend the hearing on the date and time of the hearing, the committee may reset the time and date of hearing and promptly deliver to respondent notice of the new hearing date.

F. Discovery. Upon written request prior to the hearing, the respondent shall be entitled to: (1) obtain the names and addresses of witnesses to the extent known to the committee, and (2) inspect and make a copy of any statements or reports relevant to the subject matter of the hearing.

G. Constraints on the Committee. It shall be incumbent upon each member of the committee to make a determination as to whether he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the committee and remove himself from the proceedings and have it so recorded in the minutes.

The respondent may challenge any member of the committee for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the committee shall determine the sufficiency of the challenge. If a majority of the committee sustains the challenge, the chairman shall appoint a member to replace the challenged member of the committee.

H. Authorized Action. Upon the conclusion of all evidence, the committee shall deliberate. The committee shall determine whether the allegations as presented constitute a violation. If the committee concludes that a violation has taken place, it shall have the following options:

1. Reprimand.

2. Levying a fine in such amount as may be reasonable under the circumstances, subject to existing Florida law.

ARTICLE IX

Amendments

Section 1. - Bylaws. These Bylaws may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners, such adoption to be by the affirmative vote of a majority of voting interests. Such amendment shall be duly recorded in compliance with Florida Statutes Chapter 718 or its successor. No amendment shall change any condominium parcel or the share of the common elements, common expenses or common surplus attributable to any parcel, or the voting rights appurtenant to any parcel, unless the record owner thereof and all record owners of liens upon such parcel or parcels join in the execution of such amendment.

Notwithstanding the foregoing, amendments to these Bylaws necessary to comply with future changes in the Florida Administrative Code or The Condominium Act only require unanimous approval of the directors present at a duly called meeting, together with the written approval of legal counsel that the amendments are only to provide conformance with future changes which may be made in the Florida Administrative Code or The Condominium Act.

After approvals, a copy of the amendments shall be sent to all unit owners and recorded in the Public Records of Volusia County, Florida.

ARTICLE X

Compliance

Section 1. - Conflict with Declaration. In the event any provision herein conflicts with the provisions of the Declaration of Condominium, the provisions of the Declaration of Condominium will prevail.

DATED: 11-15-, 1993.

Barbara A. Miles
Barbara A. Miles, Secretary

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72.

BY-LAWS OF

OCEANS WEST ONE

CONDOMINIUM ASSOCIATION, INC.

(A Corporation not for profit
under the laws of the State of Florida)

ARTICLE I

Section 1. Identity. These are the By-Laws of Oceans West One Condominium Association, Inc., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on May 27, 1981. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these By-Laws, which condominium is identified by the name Oceans West One, a condominium, and is located at One Oceans West Boulevard, Daytona Beach Shores, Florida, upon lands in Volusia County, Florida described on Exhibit A attached hereto.

Section 2. The office of the Association shall be One Oceans West Boulevard, Daytona Beach Shores, Florida.

Section 3. The fiscal year of the Association shall be the calendar year.

Section 4. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation, an impression of which as as follows:

(impression of seal)

ARTICLE II

Membership, Voting, Majority of Owners, Quorum, Proxies

Section 1. Membership. The owners of each unit shall automatically be members of the Association as provided in the Declaration.

Section 2. Voting. Voting shall be based on unit ownership as provided for in the Articles of Incorporation and Declaration and each member shall be entitled to one vote, except that where a unit is owned by the Association no vote shall be allowed for such unit. If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, excluding any unit which may be owned by this corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the

corporation and filed with the Secretary of the Association. 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. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 3. Majority of Owners. As used in these By-Laws, the term "Majority of Owners", shall mean those owners holding a majority of the votes in accordance with the votes as assigned in the Articles of Incorporation and Declaration.

Section 4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 3 of this Article shall constitute a quorum.

Section 5. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall name the person authorized to vote, shall state the date, time and place of the meeting for which the proxy is given and shall be valid only for the particular meeting designated in the proxy or if adjourned to date, time and place certain, to the continuation thereof. A proxy must be filed with the Secretary before the appointed time of the meeting, or if given for the continued portion of an adjourned meeting, before the time to which the meeting is adjourned.

ARTICLE III

Administration

Section 1. Association Responsibilities. The owners of the units, being all of the members of this non-profit corporation will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the development, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project. The Association agrees that in the event any present or future tax assessor refuses to tax units individually together with interest in the common elements, then the Board of Administration of this Association referred to herein and in the Declaration and Articles of Incorporation of this Association as the Board of Directors shall so assess each individual owner for his percentage of the tax as it shall actually be assessed, and each owner shall pay such assessment as herein provided for regular assessments, and the Association shall have the same rights and remedies as herein provided for regular assessments. 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 development or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meeting. The annual members meeting of the Association shall be held at 8:00 P.M. on the first Tuesday in December in each year, for the purpose of electing directors and transacting any other business authorized to be

transacted by the members. Florida Statutes require that unit owners meet at least once in each calendar year and such meeting shall be the annual meeting.

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 twenty-five (25%) percent of the owners and having been presented to the Secretary. 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 votes present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail to each unit owner and to post at a conspicuous place on the condominium property 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, at least fourteen (14) days prior to such meeting. The post office certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of meetings in writing prior to, at or after said meeting which waiver shall be filed as part of the minutes of the meeting.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either by proxy or in person, may adjourn the meeting to a time not more than forty-eight (48) hours from the time the original meeting was called. If the business for which the meeting is called is not completed, the meeting may be adjourned to a date, time and place certain, not more than ten (10) days from the time the original meeting was called.

Section 7. Order of Business. At annual members' meetings and as far as practical at other members' meetings, the order of business shall be:

a. Election of chairman of meeting
b. Calling of the roll and certifying of proxies
c. Proof of notice of meeting or waiver of notice
d. Reading and disposal of any unapproved minutes
e. Reports of officers
f. Reports of committees
g. Election of inspectors of election
h. Election of directors
i. Unfinished business
j. New business
k. Adjournment.

Section 8. Parlimentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of the Association and Board of Directors meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

Section 9. Indemnification of Directors and Officers. The Association shall indemnify any and all persons who may serve or who have served at any time as Directors or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlements (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement

of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them, or any of them, by reason of having been Directors or officers, or a Director or officer of the Association, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance, or malfeasance, in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, by-law, agreement, vote of members, or otherwise.

ARTICLE IV

Board of Directors

Section 1. Number and Qualifications. The initial Board of Administration referred to herein as the Board of Directors consists of three (3) persons however, within three (3) months after sales by the Developer have been closed and titled out on 15% of the units, that is a total of 37 units the number of Directors of the corporation shall be automatically increased to 9, all of whom, except those Directors designated by the Developer in accordance with these By-Laws, must be owners of units in the condominium. The Directors of the Association shall have a fiduciary relationship to the unit owners.

Section 2. Election. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' meeting.

b. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Provided, however, that within sixty (60) days after sales by Developer have been closed and titled out on 15% of the units, that is a total of thirty-seven (37) units, the number of Directors of the corporation shall be automatically increased to nine (9), and the Association shall call a meeting of the owners, giving not less than thirty (30) nor more than forty (40) days notice of such meeting, and at such meeting the unit owners other than the Developer shall be entitled to elect a total of three (3) Directors to hold office until the next annual meeting of the Association at which time their successors shall be elected in accordance with these By-Laws or until the management of the condominium project is formally transferred to the Association. Within three (3) years, after sales by the Developer have been closed on fifty (50%) percent of

the units, that is a total of one hundred twenty-five (125) units that will be operated ultimately by the corporation, or three (3) months after sales have been closed by the Developer on eighty (80%) percent of the units, that is a total of one hundred ninety-nine (199) units, or when all of the units that will ultimately be operated by the corporation have been completed, some of them sold, and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur, the Developer shall call a meeting of the corporation and of all the unit owners and at such meeting the unit owners shall elect a total of at least eight (8) Directors and a formal transfer of the management of the Association shall be made. As long as the Developer holds for sale in the ordinary course of business at least twenty-nine (29) units in the condominium project, Developer shall be entitled to elect one (1) member of the Board of Directors of the Association, however Developer may waive such right.

f. The Developer may at any time after the unit owners other than the Developer have elected three (3) directors, cause its directors to resign and by such act turn over control of the Association to the unit owners other than the Developer. Whereupon it shall be the affirmative obligation of the remaining three (3) directors to elect directors to fill the six vacancies and to assume control of the Association.

Section 3. Term. The term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 4. 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.

Section 5. Other Duties. In addition to the duties imposed by these By-Laws or by the Resolutions of the Association, the Board of Directors shall be responsible for the following:

a. Shall comply with all the terms and conditions of the Declaration.

b. Care and upkeep of the condominium and the common areas and facilities and limited common areas and facilities.

c. Collection of monthly assessments from the owners.

d. Employ, dismiss, and control the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the limited common areas and facilities.

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 owners as herein provided shall be filled by the vote of the majority of the remaining Directors, and each person so elected shall be a Director until a successor is elected to the next annual meeting of the Association.

Section 7. Removal of Directors. At the annual or any special meeting of the members duly called for that purpose; or by agreement in writing, any one or more of the Directors may be removed with or without cause by a majority vote of all unit

owners attending such meeting and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. A meeting to remove a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners and such notice shall state the purpose of 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 Dorectors 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 four 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 time set 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 meeting 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 (3) Directors.

Section 11. Waiver of Notice. Before, at or after 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 Directors' 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. Notice of Board of Directors Meetings to Unit Owners. Notwithstanding any other provisions of these By-Laws, all meetings of the Board of Directors shall be open to all unit owners and notices of meetings shall be posted at a conspicuous place on the condominium property forty-eight (48) hours in advance of the meeting for the attention of unit owners except in an emergency.

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 the Board of Directors and all of whom shall be members of 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. The officers of the Association shall have a fiduciary relationship to the unit owners.

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 the 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 in a book in a businesslike manner the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association all of which minutes shall be available for inspection by unit owners and Board members at all reasonable times; such minutes shall be retained for a period of not less than seven (7) years; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all of 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 in accordance with good accounting practices which shall be open to unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such accounting records shall include a record of all receipts and expenditures, an account for each unit which shall designate the name and address of the unit owners, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due. He shall be responsible for the deposit of all monies 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.

Section 8. Fidelity Bonding. All officers, directors and employees of the Association who control or disburse funds of the Association shall be covered by a fidelity bond in such amount as the Board of Directors may determine is adequate to safeguard the funds of the Association. The Association shall bear the cost of such bonding.

ARTICLE VI

Fiscal Management

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

Section 1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate, all of which expenditures shall be common expenses:

Section 2. Budget. The Board of Directors shall adopt a budget for each calendar year. A copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which a meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of the assessment for the preceding year, upon written application of ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of this section. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect to repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessment for betterments to the condominium project. Provided, however, that so long as the Developer is in control of the Board of Directors the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessments without approval of a majority of the unit owners. Such proposed annual budget and budget adopted shall take into account those items specified in the Declaration and these By-Laws and as may be provided by law from time to time.

Section 3. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 10 preceding the year for which the assessments are made. Such assessment shall be payable in twelve (12) equal monthly installments on the 1st day of each month commencing on January 1 of the year for which the assessment is made. If an annual assessment is not made as required, an assessment shall be presumed to

have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. The amendments of any account that does exceed the limitation as provided in these By-Laws shall be subject to notices and procedures as required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due in monthly payments. Assessments shall be paid monthly and in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any funds remaining at the end of the year or at the direction of the Board of Directors may be applied to reduce the assessment for the following year.

Section 4. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 5. Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 6. Additional Assessments. Additional assessments may be made, upon affirmative vote of a majority of the unit owners, to establish reserves for capital improvements. Such funds are to be earmarked for specific capital improvements and are to be considered as contributions of capital.

Section 7. Legal Action, Requirement to Notify Unit Owners. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

ARTICLE VII

Obligations of the Owners

Section 1. Assessments. Owners are obligated to pay monthly assessments imposed by this Association against their respective units to meet all project

communal expenses. All owners agree to pay the taxes on their unit whether assessed directly or assessed against the condominium as a whole and prorated by the Board of Directors.

Section 2. Maintenance and Repair.

a. Each unit owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the condominium in its entirety or a part belonging to other owners, each unit owner being expressly responsible for the damage and liability that his failure to do so may cause.

b. Repairs to installations within the unit, such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps, and other accessories belonging to the unit are, except those items which by the Declaration are specifically the responsibility of the Association, shall be at the owner's expense, unless the repair is covered by insurance.

Section 3. Use of Family Units - Internal Changes.

a. All units shall be utilized for residential purposes only.

b. An owner, other than the Developer, shall not make structural modifications or alterations in his unit or installations located therein except in the manner provided in the Declaration and these By-Laws.

Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities. An owner shall not place or cause to be placed in the lobbies, stairways, vestibules, and other common areas and facilities furniture, obstructions, or objects of any kind. Such areas shall be furnished by the Association and used for normal transit through them.

Section 5. Right of Entry.

a. Each owner hereby grants the right of entry to the manager or to any other persons authorized by the Board of Directors of the Association in case of emergency originating in or threatening his unit, whether the owner is present at the time or not.

b. An owner shall permit representatives of the Association when so required, to enter his unit for the purpose of performing installations, alteration, 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. The Board of Directors of the Association may adopt Rules and Regulations governing the conduct of unit owners in accordance with the provisions of these By-Laws.

ARTICLE VIII

Rules and Regulations, Committees

Section 1. Adoption. The Board of Directors of the Association shall have the power by a two-thirds vote of all of the members of the Board of Directors, to adopt Rules and Regulations for the operation of the condominium, for the use of condominium property and governing the conduct of the unit owners.

Section 2. Committees. The Board of Directors of the Association shall have the power, by a two-thirds vote of all of the members of the Board of Directors, to adopt Rules and Regulations establishing committees for the following purposes:

a. Budget
b. Parking control
c. Pet control
d. Recreation facilities
e. Such other purposes as the Board of Directors may establish

The Board of Directors may establish by resolution the purpose of each committee, outline its mission and its authority, and determine the number of members to serve on the committees and their qualifications and appoint the members of such committees who shall serve at the pleasure of the Board of Directors.

ARTICLE IX

Enforcement

Section 1. Review Committee. For the purposes of enforcing the terms and provisions of the Declaration of Condominium and the Articles of Incorporation of Oceans West One Condominium Association, Inc., enforcing these By-Laws and the Rules and Regulations adopted by the Board of Directors, the Oceans West One Review Committee is hereby created and established.

a. Composition. The Oceans West One Review Committee shall consist of five (5) members, all of whom shall be unit owners and at least one (1) of whom shall be a member of the Board of Directors of the Association. The members of the committee shall be appointed by the Board of Directors and shall serve for a term of one (1) year and thereafter until their successor is appointed. The committee shall elect from its meebers its own Chairman and its own Secretary who shall keep minutes of all proceedings of the committee.

b. Duty to Investigate. It shall be the duty of the committee to investigate any alleged violation of the terms and provisions of the Declaration of Condominium, the Articles of Incorporation of Oceans West One Condominium Association, Inc., these By-Laws and the Rules and Regulations adopted by the Board of Directors of the Association. Alleged violations may be brought to the committee by a complaint in writing signed by a unit owner and referred to the committee by the Board of Directors, or the committee may act upon its own motion.

c. Written Complaint. An action under this Section may be initiated upon the filing of a written complaint by any member of the Association or by any officer

or member of the Board of Directors with the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of The Condominium Act, the Declaration of Condominium, Articles of Incorporation, By-Laws or Rules and Regulations which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

d. Service of Complaint. Upon the filing of the complaint, the Board shall serve a copy thereof on the respondent by any of the following means: (1) personal delivery or (2) by registered or certified mail, return receipt requested, and addressed to respondent, at the address appearing on the books of the Association. Service by mailing or posting shall be deemed delivered and effective two (2) days after such posting and mailing in a regular depository of the United States mail. The complaint shall be accompanied with a postcard or other written form entitled "Notice of Defense" which, when signed by the respondent, or on behalf of respondent, will constitute a notice of defense hereunder. No order adversely affecting the rights of the respondent shall be made in any case, unless the respondent shall have been served as provided herein. The matter shall then be referred to the Review Committee for hearing.

e. Notice of Hearing. Along with service of complaint, the committee shall serve a Notice of Hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. The notice to the respondent shall be substantially in the following form but may include other information:

> "You are hereby notified that a hearing will be held before the Oceans West One Review Committee at _____ _____, on the _____ day of _____, 19___, at the hour of _____ upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may have a court reporter present at the hearing, may present any relevent evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendence of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association."

If any of the parties can, within twenty-four (24) hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the committee may reset the time and date of hearing and promptly deliver notice of the new hearing date.

f. Notice of Defense. Service of complaint and Notice of Hearing shall be accompanied by a Notice of Defense.

The Notice of Defense shall state the respondent may:

(1) Attend a hearing before the committee as hereinafter provided;

(2) Object to a complaint upon the grounds that it does not state acts or omissions upon which the committee may proceed;

(3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense; or

(4) Admit to the complaint in whole or in part. In such event the committee shall meet to determine appropriate action or penalty, if any. Any objections to the form or substance of the complaint shall be considered by the committee within ten (10) days of their receipt. The committee shall make its determination and notify all parties within said ten (10) day period. If the complaint is insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the committee that the complaint is still insufficient, then the matter shall be dismissed by the committee.

g. Cease and Desist Orders. The committee may, at its own discretion, issue a cease and desist order, along with the complaint statement to respondent and Notice of Defense, such cease and desist order to be substantially in the following form:

> "The Oceans West One Review Committee has received the attached complaint."
>
> "The committee hereby requests that you CEASE AND DESIST such acts or actions until such time, if any, as a ruling of the committee or court of law permits."
>
> "Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation."

h. Amended or Supplemental Complaints. At any time prior to the hearing date, the committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the committee shall afford the respondent a reasonable opportunity to prepare his defense thereto.

i. Discovery. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the committee or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writing and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a petition to compel discovery with the committee. The committee shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

j. Notarized Statements. At any time ten (10) or more days prior to a hearing or a continued hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence, together with a notice as provided below. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the statements' author, his right to cross-examine such author is not afforded after request is made as herein provided, the statement may be introduced in evidence; but shall be given only the same effect as hearsay evidence.

k. Constraints on the Committee. It shall be incumbent upon each member of the committee to make a determination as to whether he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the committee and remove himself from the proceedings and have it so recorded in the minutes.

In any event, the respondent may challenge any member of the committee for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the committee shall meet to determine the sufficiency of the challenge. If a majority of the committee sustains the challenge, the President shall appoint a member to replace the challenged member of the committee.

l. Hearing.

(1) Whenever the committee has commenced to hear the matter and a member of the committee is forced to withdraw prior to a final determination, the remaining members shall continue to hear the case and the President shall replace the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association.

(2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against him. Even if the respondent does not testify on his own behalf, he may still be called and examined as if under cross-examination.

(3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

(4) The Chairman of the committee shall serve as hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then each party is entitled to produce evidence, witnesses and testimony and to cross-examine the witnesses and opposing party.

Then each party is entitled to make a closing statement. Any party may waive the rights to exercise any part of this process, and the committee is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected.

m. Authorized Action. At the conclusion of testimony, the committee shall deliberate the evidence. By a vote of its members the committee shall determine whether the allegations as presented constitute a violation. If the committee concludes that a violation has taken place, it may have the following elections:

(1) Reprimand.

(2) Levying a fine in such amount as may be reasonable under the circumstances.

(3) Authorize the initiation of appropriate action.

n. Fines as Common Expense. Fines levied by the committee pursuant to this Article IX shall be considered a common expense of the member, leviable by the committee against the unit and collectible in the same manner as any other common expense of the Association.

o. Appeals. In the event either party is aggrieved by the decision or actions of the committee, procedural or final, the aggrieved party may appeal the decision or action within ten (10) days of the action to the Board of Directors who shall review the matter on the record and render a decision within thirty (30) days from the receipt of the record of the hearing.

ARTICLE X

Amendments

Section 1. By-Laws. These By-Laws may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of two-thirds of the total number of votes to which the unit owners present and voting shall be entitled, but not more than a majority of the total number of votes authorized. Such amendment shall be duly recorded in compliance with requirements of The Condominium Act. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners or owner thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

ARTICLE XI

Mortgagees

Section 1. Notice of Association. An owner who mortgages his unit shall notify the Association through its Secretary of the name and address of his mortgagee, and shall file with the Secretary a copy of such mortgage; 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, report any unpaid assessment due from the owner of a unit upon which such mortgagee holds a mortgage.

ARTICLE XII

Compliance

Section 1. Conflict with Declaration. In the event these By-Laws in any way conflict with the provisions of the Declaration of Condominium, it is hereby agreed and accepted that the provisions of the Declaration of Condominium will control.

The foregoing were adopted as the By-Laws of Oceans West One Condominium Association, Inc., at its membership meeting held the 1st day of June, 1981.

This 1st day of June, 1981.

Pamela C. Huggins (SEAL)
Pamela C. Huggins, Secretary

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

Legal Description of Land

Condominium Tract One of Oceans West, A Planned Unit Development as per map in Map Book 38, Pages 66 through 71, Public Records of Volusia County, Florida, and being described as:

Part of Block "F", McElroy's Belleview Subdivision as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows:

From a point of reference being a point 1,111 ft., more or less West and 25 ft. North of the Southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the Easterly line of South Peninsula Drive, an 80 ft. street as presently established, run thence N 21°48'00" W along said Easterly line, a distance of 308.62 ft. to a point; thence departing said Easterly line of South Peninsula Drive, run thence N 65°33'14" E, 113.68 ft. to the POINT OF BEGINNING; thence continue N 65°33'14" E, 314.00 ft. to a point; thence N 24°26'46" W, 460.17 ft. to a point; thence S 65°33'14" W, 314.00 ft. to a point; thence S 24°26'46" E, 460.17 ft. to the POINT OF BEGINNING; containing 3.32 acres more or less.

EXHIBIT A
to
By-Laws

BOOK 3720 PAGE 1350
VOLUSIA CO., FL

This Instrument Prepared by:
R. MICHAEL KENNEDY, Esquire
Post Office Box 4319
South Daytona, Florida 32121

CERTIFICATE OF AMENDMENT

THIS IS TO CERTIFY THAT:

The following is a true copy of the Amendment to Article IV, Section 3 of the Bylaws of Oceans West One Condominium Association, Inc., which Amendment was, after due and proper notice, approved pursuant to Article X thereof, to wit:

WHEREAS, the Declaration of the Condominium of the Oceans West One, a condominium, together with exhibits thereto, was initially recorded on May 25, 1983, in Official Records Book 2253, Page 929, Public Records of Volusia County, Florida, and

WHEREAS, said Declaration has attached thereto as an exhibit the Bylaws of Oceans West One Condominium Association, Inc., and

WHEREAS, it is the desire of at least the required number of individual condominium unit week owners to amend Article IV, Section 3 of the aforesaid Bylaws, and

WHEREAS, said Bylaws provide that it may be amended by recording such Amendment, which shall be evidenced by a certificate executed in the manner required by the Condominium Act.

NOW, THEREFORE, the following amendment to Article IV, Section 3, is made to read as follows:

ARTICLE IV - BOARD OF DIRECTORS

(Sections 1 and 2 unchanged)

92 JAN 17 PM 4:13
CLERK OF THE CIRCUIT & COUNTY COURT VOLUSIA CTY. FL.
FILED FOR RECORD
RECORD VERIFIED
007215

BOOK PAGE
3720 1351
VOLUSIA CO.,FL

Section 3. Term. The terms of office of the nine members of the Board of Directors elected at the annual meeting in 1991 shall be as follows:

a. The terms of office for three members shall be one year.

b. The terms of office for three members shall be two years.

c. The terms of office for three members shall be three years.

At the expiration of the initial term of office of each board member, the successor will be elected to serve for a term of three years. Board members will hold office until their successors have been elected and hold their first meeting.

(Sections 4 through 13 are unchanged)

IN WITNESS WHEREOF, the Oceans West One Condominium Association, Inc., has executed the above and foregoing Amendment this 14th day of January, 1992.

WITNESSES:

R. Michael Kennedy

R. Michael Kennedy

Juanita Hutchison

Juanita Hutchison

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By Jean Kirby
Jean Kirby, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of January, 1992, by JEAN KIRBY, President of Oceans West One Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is

BOOK PAGE
3720 1352
VOLUSIA CO.,FL

personally known to me ~~or has produced~~ ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ as identification and did (did not) take an oath.

Notary Public
Title/Rank

None
Serial Number

Juanita K. Hutchison
Notary Signature

Juanita K. Hutchison
Notary Name Printed

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB.25,1994
BONDED THRU GENERAL INS. UND.



007215

BOOK 3720 PAGE 1355
VOLUSIA CO.,FL

A M E N D M E N T
TO
ARTICLE IV, SECTION 3 OF THE BYLAWS
OF
OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of the Condominium of Oceans West One, a condominium, together with exhibits thereto, was initially recorded on May 25, 1983, in Official Records Book 2453, Page 929, Public Records of Volusia County, Florida, and

WHEREAS, said Declaration has attached thereto as an exhibit the Bylaws of Oceans West One Condominium Association, Inc., and

WHEREAS, it is the desire of at least the required number of individual condominium unit week owners to amend Article IV, Section 3 of the aforesaid Bylaws, and

WHEREAS, said Bylaws provide that it may be amended by recording such Amendment, which shall be evidenced by a certificate executed in the manner required by the Condominium Act.

NOW, THEREFORE, the following amendment to Article IV, Section 3, is made to read as follows:

FILED OF RECORD
CLERK OF THE CIRCUIT COURT VOLUSIA CTY. FL.
92 JAN 17 PM 4:13

FILED FOR RECORD
RECORD VERIFIED
007217

ARTICLE IV - BOARD OF DIRECTORS

(Sections 1 and 2 unchanged)

Section 3. Term. The terms of office of the nine members of the Board of Directors elected at the annual meeting in 1991 shall be as follows:

a. The terms of office for three members shall be one year.

b. The terms of office for three members shall be two years.

c. The terms of office for three members shall be three years.

At the expiration of the initial term of office of each board member, the successor will be elected to serve for a term of three years. Board members will hold office until their successors have been elected and hold their first meeting.

(Sections 4 through 13 are unchanged)

IN WITNESS WHEREOF, the Oceans West One Condominium Association, Inc., has executed the above and foregoing Amendment this 14th day of January, 1992.

WITNESSES:

R. Michael Kennedy

Juanita Hutchison

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By Jean Kirby
Jean Kirby, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of January, 1992, by JEAN KIRBY, President of Oceans West One Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me ~~or has produced xxxxxxxxxxxxxxxxxxxxxxxxxxxx as identification~~ and ~~did~~ (did not) take an oath.

Notary Public
Title/Rank

None
Serial Number

Juanita K. Hutchison
Notary Signature

Juanita Hutchison
Notary Name Printed

007217

25670755

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

4980 46374

This Instrument Prepared By:
Roy E. Kinsey
Kinsey, Pyle, Williams & Tumbleson, P.A.
42 South Peninsula Drive
Daytona Beach, Florida 32018

FILED FOR RECORD
RECORD VERIFIED

MAY 21 9 51 AM '84

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY

THIRD AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OCEANS WEST PLANNED UNIT DEVELOPMENT
AND
NOTICE OF PROVISIONS OF
OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION is made this 26th day of April, 1984, by Oceans West, Inc. (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer recorded the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., on November 17, 1981, in Official Records Book 2312, Pages 461 through 506, and Amendment thereto on May 25, 1983, in Official Records Book 2453, Pages 920 through 928, and Second Amendment thereto on July 11, 1983, in Official Records Book 2467, Pages 1553 through 1559, all of the Public Records of Volusia County, Florida, and

WHEREAS, Article V, Section 5.1 of said Declaration provides "The Developer hereby reserves the right, with the consent of all construction lenders providing funds to construct improvements on the Planned Unit Development, to amend, modify or rescind such parts of this Declaration as it deems necessary or desirable so long as it is the owner of at least 199 of the 990 living units authorized, whether constructed or not, and such amendment or modification does not substantially change the character, nature, or general scheme of development of Oceans West Planned Unit Development, and provided such amendment is approved in writing by all owners of all mortgages or liens on any units.", and

WHEREAS, Bankers Trust Company is at this time the only construction lender providing funds to construct improvements on the Planned Unit Development, and

WHEREAS, Developer is the owner of over 199 of the 990 living units authorized and with the consent of Bankers Trust Company and the other mortgage holders have the authority to amend said Declaration.

NOW, THEREFORE, the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., as amended is further amended as follows:

1. Article I, Section 1.1(c) of the Declaration (recorded in Official Records Book 232, Page 462) is amended by adding thereto the following language:

"The common areas do not include condominium tracts of 1, 2, 3 and 4 as shown on said plat."

2. Article II, Section 2.14 of the Declaration (recorded in Official Records Book 2312, Page 465) is amended by eliminating therefrom the following language:

"The use of motorized golf carts powered by gasoline engine, electric motor or other means of propulsion in which a person may ride in or upon is prohibited on said golf course or on the common property."

3. Article III, Section 3.4 of the Declaration (recorded in Official Records Book 2312, Pages 465 and 466) is amended to read as follows:

"Section 3.4. In the administration, operation and management the common areas and the enforcement of these covenants and restrictions, the Board of Directors of the Association shall have and is hereby granted full power and authority to adopt rules and regulations governing the conduct of the members of the Association and governing the use of the common areas, to appoint committees, to make agreements necessary to carry out its functions, to levy and collect assessments in accordance herewith, and to provide a method for the administration and enforcement of this Declaration and its Exhibits, and the rules and regulations adopted by the Board of Directors."

4. Article IV, Section 4.3 of the Declaration (recorded in Official Records Book 2312, Page 468) is amended to read as follows:

"Section 4.3. The initial regular monthly assessment is hereby set at the rate of $20.00 per living unit. Developer guarantees the initial assessment shall not exceed $20.00 per month per living unit until July 1, 1985. Developer shall review and adjust the assessment for the period July 1, 1985, to and including December 31, 1985, and commencing January 1, 1986, the Developer shall review and adjust said assessment annually thereafter as long as the Developer retains control of the Association. The Developer agrees to relinquish control of the Association when 75% or 742 of the 990 authorized living units have been sold and titled out to owners other than Developer or earlier at the option of the Developer. After turnover of control has occurred, regular monthly assessments shall be determined as provided in the By-Laws and shall be in an amount sufficient to defray the expenses of the Association. The regular assessment may be increased beyond that set at the annual meeting upon approval by two-thirds (2/3) of the voting members in attendance in person or by proxy at any regular or special meeting of the Association, but only after notice of the recommendation is given to all members at least thirty (30) days prior to the date of said meeting.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying,

in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose."

5. Article V, Section 5.1 of the Declaration (recorded in Official Records Book 2312, Page 471) is amended to read as follows:

"Section 5.1. Amendment by Developer. The Developer hereby reserves the right to amend, modify or rescind such parts of this Declaration as it deems necessary or desirable so long as it is the owner of at least 248 of the 990 living units authorized, whether constructed or not, and such amendment or modification does not impair or prejudice the rights of the Developer, the Association, or institutional mortgagee under this Declaration or its Exhibits, and provided such amendment is approved by any construction lender providing funds for the construction of improvements on the Planned Unit Development at the time of the amendment. Such amendment shall be evidenced by recording the original thereof, executed by the Developer with the formalities required for the execution of a deed attached to a certificate of the Association and recorded in the Public Records of Volusia County, Florida."

6. Article V, Section 5.2 of the Declaration (recorded in Official Records Book 2312, Page 471) is amended to read as follows:

"Section 5.2. Amendment by Association. In addition to the manner of amendment set forth in the preceding paragraph, amendments may be proposed by the Board of Directors or by twenty-five (25%) per cent of the unit owners, and the record owners of seventy-five (75%) per cent of the 990 authorized living units in Ocean West Planned Unit Development may amend or modify such provisions of this Declaration as they deem necessary or desirable. In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called at which a quorum was present in person (or by proxy) and that at least seventy-five (75%) per cent of those entitled to cast a vote approved the amendment. Such certificate executed with the formalities required for the execution of a deed together with the amendment adopted, shall be recorded in the Public Records of Volusia County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment."

7. Article VI, Section 6.1 of the Declaration (recorded in Official Records Book 2312, Page 472) is amended to read as follows:

"Section 6.1. The common areas, as hereinabove specifically described, or hereafter designated by Developer, shall be, and

the same are hereby declared to be, subject [illegible] perpetual non-exclusive easement in favor of all of the owners of living units lying within Oceans West Planned Unit Development as hereinabove described, for the use of such owners and the use of their immediate families, guests, lessees, invitees, and others designated by Developer as provided for in this Declaration for the playing of golf, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners subject to the rules and regulations adopted by the Board of Directors of the Association now in effect or which may hereafter be adopted."

8. Article VI, Section 6.5 of the Declaration (recorded in Official Records Book 2312, Page 472) is amended by amending the third and fourth sentences thereof to read as follows:

"Section 6.5. One of the principal features of the common areas is a golf course which has been constructed by the Developer and is to be maintained by the Association. The golf course is built for the use and enjoyment of the occupants of all of the authorized 990 living units. The owners of the 990 living units shall automatically be members of the golf facility; however, in the event any assessment on their unit or units due Oceans West Homeowner's Association are not paid and current, such membership is automatically suspended until all assessments are current. Such membership may, at the option of the owner, be assigned to the tenant or lessee of the unit as part of the tenancy or such membership may be retained by the owner. In the event the membership is assigned to a tenant, the owner shall notify the manager of the golf facility in writing of the assignment, the name of the tenant and the duration of the tenancy. The owner and tenant may not both be members. The Developer reserves the right to make memberships for the use of the golf facilities available to non-owners of living units for a fee, to help defray the cost of maintaining the golf facilities, so long as the total unit owner members and non-unit owner members does not exceed 990. As the number of living units in Oceans West Planned Unit Development completed, sold or occupied increases, the number of non-owner memberships will be decreased. When control of the Association is turned over to unit owners other than the Developer, the memberships for the use of the golf facilities will be limited solely to Oceans West Planned Unit Development unit owners or residents. Nothing contained in this Declaration shall prohibit the Board of Directors of the Association and the Developer prior to the turnover of control of the Association to the unit owners other than Developer, from requiring the unit owners to pay a greens fee or charge, the amount of which may be changed from time to time, for the playing of golf, provided all greens fees or charges collected from unit owner members and non-unit owner members are used for the maintenance and operation of the golf course."

(Recording references are to Official Records Books of Volusia County, Florida.)

25870759

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

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

Signed, sealed and delivered in the presence of:

Pamela C. Huggins

Ellen C. Jordan

OCEANS WEST, INC.

By: _____ (SEAL)
John Collins, Vice President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN COLLINS, well known to me to be the Vice President of the corporation named as Oceans West, Inc., in the foregoing Third Amendment to Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 2nd day of April, 1984.

Gloria F. Murphy

Notary Public, State of Florida at Large,
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 2 1987
BONDED THRU GENERAL INSURANCE UND

25670760

CONSENT OF CONSTRUCTION LENDER [illegible] PAGE
VOLUSIA COUNTY
FLORIDA

BANKERS TRUST COMPANY, a New York banking corporation, the owner and holder of a construction loan encumbering the land described as condominium Tract I in plat of Oceans West, A Planned Unit Development, as per map in Map Book 38, Pages 66 through 71, Public Records of Volusia County, Florida, hereby consents to the execution and recording of the Third Amendment to Declaration of Covenants and Restrictions Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., and agrees that the lien of its mortgage, dated November 18, 1981, and recorded on November 19, 1981, in Official Records Book 2312, Pages 1754 through 1767, Public Records of Volusia County, Florida, as modified, shall be subordinate to the said Third Amendment and is and shall be a lien upon all of the condominium parcels of Oceans West One, a Condominium, except those parcels which have been released from the lien of said loan, together with all of the appurtenances, including, but not limited to, the common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by Bankers Trust Company or the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge its consent to said Amendment as hereinabove provided.

Executed this 4th day of May, 1984.

Signed, sealed and delivered in the presence of:

ATTEST: James Hayes V.P.

Mary Ellen O'Brien

Dolores Sullivan

BANKERS TRUST COMPANY

By: Jack F. Mastorilli

Attest: Vice Pres.
Its

"CONSTRUCTION LENDER"

(Corporate Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing Consent of Construction Lender was acknowledged before me by JACK F. MASTORILLI and JAMES TAYLOR being the Vice President and VICE PRESIDENT of Bankers Trust Company, a New York banking corporation, and they acknowledge that they executed the same on behalf of said corporation, this 4 day of MAY, 1984.

Michael S. Shore
Notary Public, State of New York
My commission expires:

(Notary Seal)

MICHAEL S. SHORE
Notary Public, State of New York
No. 31-4766322
Qualified in New York County
Commission Expires March 30, 19...

2537076

CONSENT OF MORIGA[illegible] BOOK PAGE VOLUSIA COUNTY FLORIDA

COMES NOW AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA, a corporation under the laws of the State of Florida, the owner and holder of mortgages encumbering condominium units in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Third Amendment to Declaration of Covenants and Restrictions Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of the mortgages held by American Savings and Loan Association of Florida or the priority of the lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 7TH day of May, 1984.

Signed, sealed and delivered in the presence of:

Elaine R. Emmons

Ouida M. Williams

AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA

By: Edgar Y. Mallard
Vice President

Attest: Nancy F. Shelton
Assistant Vice President

"MORTGAGEE"

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DADE

The foregoing Consent of Mortgagee was acknowledged before me by Edgar Y. Mallard and Nancy F. Shelton, being the Vice President and Assistant Vice President of American Savings and Loan Association of Florida, a corporation under the laws of Florida, and they acknowledge that they executed the same on behalf of said corporation, this 7th day of May, 1984.

Suzanne Lonvear
Notary Public, State of Florida at Large.
My commission expires:

Notary Public State of Florida at Large
My Commission Expires Nov. 15, 1986

(Notary Seal)

NOTARY PUBLIC

25670762

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE

COMES NOW BELLEMEAD DEVELOPMENT CORPORATION, a Delaware corporation, authorized to transact business in the State of Florida, the owner and holder of mortgages encumbering condominium units in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Third Amendment to Declaration of Covenants and Restrictions Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of the mortgages held by Bellemead Development Corporation or the priority of the lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 26th day of April, 1984.

Signed, sealed and delivered in the presence of:

Pamela C. Huggins

Ellen O. Jordan

BELLEMEAD DEVELOPMENT CORPORATION

By: John Collins, its Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Consent of Mortgagee was acknowledged before me JOHN COLLINS, being the Vice President of Bellemead Development Corporation, and he acknowledges that he executed the same on behalf of said corporation, this 26th day of April, 1984.

(Notary Seal)

Gloria F. Murphy
Notary Public, State of Florida at Large.
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 2 1987
BONDED THRU GENERAL INS UND

25670763

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE

COMES NOW FLORIDA NATIONAL BANK, the owner and holder of a mortgage encumbering a condominium unit in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Third Amendment to Declaration of Covenants and Restrictions Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of the mortgage held by Florida National Bank or the priority of the lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 1st day of May, 1984.

Signed, sealed and delivered in the presence of:

Carol L. Allen

Dorsey J. Kelly

FLORIDA NATIONAL BANK

By: Charles A. Johnson
Its Pres.

Attest: Ralph Azarian
Its Comml. Banking Officer

"MORTGAGEE"

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Consent of Mortgagee was acknowledged before me by Charles S. Johnson and Ralph Azarian, being the President and Comml. Banking Officer of Florida National Bank, and they acknowledge that they executed the same on behalf of said corporation, this 1st day of May, 1984.

(Notary Seal)

Carol L. Allen
Notary Public, State of Florida at Large.
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA

25670764

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

CONSENT OF MORTGAGEE

COMES NOW CHARLESTON NATIONAL BANK, the owner and holder of a mortgage encumbering a condominium unit in Oceans West One, a Condominium, as per Declaration of Condominium recorded in Official Records Book 2453, Pages 929 through 593, Public Records of Volusia County, Florida, as amended, and hereby consents to the execution and recording of the above and foregoing Third Amendment to Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc.

Nothing contained herein shall be deemed to or in any way limit or affect the lien of the mortgages held by Charleston National Bank or the priority of the lien created thereby. The sole purpose of this document is to consent to said Amendment as hereinabove provided.

Executed this 8th day of May, 1984.

Signed, sealed and delivered
in the presence of:

Susan W. Lawrence

Mark D. Boyd

CHARLESTON NATIONAL BANK

By: R. N. Hatch, Jr. Vice Pres.
Its

Attest: Patricia L. Lawrence
Its

"MORTGAGEE"

(Corporate Seal)

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA

The foregoing Consent of Mortgagee was acknowledged before me by R. N. Hatch, Jr. and Patricia L. Lawrence, being the Vice President and Credit Analyst of Charleston National Bank, and they acknowledged that they executed the same on behalf of said corporation, this 8 day of May, 1984.

(Notary Seal)

Notary Public, State of West Virginia, County of Kanawha
My commission expires: 5-7-91

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BOOK VOLUSIA PAGE

CERTIFICATE

THIS IS TO CERTIFY THAT:

The following is a true copy of a Resolution and preamble thereto of Oceans West Homeowner's Association, Inc., amending the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development, recorded in Official Records Book 2312, Pages 461 through 506 and amendment thereto recorded in Official Records Book 2453, Pages 920 through 928, and Second Amendment thereto recorded in Official Records Book 2467, Pages 1553 through 1559, all of the Public Records of Volusia County, Florida, which Resolution was duly adopted by all of the Board of Directors of Oceans West Homeowner's Association, Inc., a corporation not for profit under the laws of the State of Florida, at a meeting held on March 12, 1984, and unanimously adopted by the unit owners and members of Oceans West Homeowner's Association, Inc., at a meeting duly called and held on the 5th day of April, A.D., 1984, to-wit:

WHEREAS, it is necessary and desirable to amend the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowner's Association, Inc., for the purpose of clarifying certain language therein and for the purpose of making the terms and provisions thereof consistent with the By-Laws of the Association, and,

WHEREAS, the Board of Directors of this Association has approved the Third Amendment to the Declaration and recommends that this Association approve and adopt said Amendment, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development, be and they are hereby amended as provided in the Third Amendment to Declaration of Covenants and Restrictions, Oceans West Planned Unit Development, to which this resolution is attached.

The undersigned do further certify that the Amendment has been approved by the vote of over 75% of the unit owners and by the holder of all mortgages on units in said development as reflected by the official records of Oceans West Homeowner's Association, Inc.

Executed at Daytona Beach, Volusia County, Florida, this 16th day of May, 1984.

OCEANS WEST HOMEOWNER'S ASSOCIATION, INC.

Witnesses:

By: R. Don Henderson
R. Don Henderson, President

Attest: Pamela C. Huggins
Pamela C. Huggins, Secretary

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BOOK PAGE
VOLUSIA COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. DON HENDERSON and PAMELA C. HUGGINS, well known to me to be the President and Secretary, respectively, of Oceans West Homeowner's Association, Inc., a nonprofit Florida corporation, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May, A.D., 1984.

David Andrews
Notary Public, State of Florida at Large.
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 10,1987
BONDED THRU GENERAL INS. UND.

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BOOK PAGE
VOLUSIA COUNTY

FILED FOR RECORD
RECORD VERIFIED

JAN 17 1 26 PM '86

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

RESTATEMENT OF
AND
FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OCEANS WEST PLANNED UNIT DEVELOPMENT
AND
NOTICE OF PROVISIONS OF
OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

THIS RESTATEMENT OF AND AMENDMENT TO DECLARATION is made this ___ day of December, 1985, by Oceans West, Inc., (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer recorded the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., on November 17, 1981, in Official Records Book 2312, Pages 461 through 506, Public Records of Volusia County, Florida, and Amendment thereto on May 25, 1983, in Official Records Book 2453, Pages 920 through 928, Public Records of Volusia County, Florida, and Second Amendment thereto on July 11, 1983, in Official Records Book 2467, Pages 1553 through 1559, Public Records of Volusia County, Florida and Third Amendment thereto on May 21, 1984, in Official Records Book 2567, Pages 755 through 766, Public Records of Volusia County, Florida, and

WHEREAS, Developer, is the record owner of condominium parcels 2, 3, and 4 located in said Oceans West Planned Unit Development and said parcels are the only portions of said Planned Unit Development property upon which additional living units beyond those already constructed on Condominium parcel 1 can be constructed pursuant to the development agreement between the City of Daytona Beach Shores and Developer, and

WHEREAS, the maximum number of authorized living units which may be located within the confines of the Planned Unit Development property is 990, the number of living units already constructed is 249, and the additional authorized living units remaining to be built within the Planned Unit Development confines is 741, and

WHEREAS, Developer, has present plans to construct less than the 741 additional allowable living units within the confines of the Planned Unit Development property, and

WHEREAS, Developer, has determined that in order to prevent an adverse impact upon the living unit owners in the Planned Unit Development that it is desirable for additional living units located on property outside of the

[4] INDICATES MATERIALS AMENDED IN THE FOURTH AMENDMENT

confines of the Planned Unit Development property to be subjected to the lien rights of the association and be granted use rights with respect to the common areas of the Planned Unit Development in order to allow the number of living units ultimately to be subject to the lien rights of the association and granted use rights with respect to the common areas of the Planned Unit Development property to remain at 990, and

WHEREAS, Developer, wishes to allow owners of living units located on properties outside the confines of the Planned Unit Development to have membership rights in the Oceans West Homeowners Association, Inc., and use privileges for the common areas located in the Planned Unit Development, and

WHEREAS, present plans call for some of the 990 authorized living units to be constructed outside the confines of the Planned Unit Development, Developer, hereby covenants and agrees to submit no more than 990 living units to the lien rights of the Association of the Planned Unit Development and reserves for itself, and its parent corporation, Bellemead Development Corporation, and their successors and assigns the right to submit additional property to the lien rights of the Association, with a corresponding grant of use privileges of the common areas and membership rights in the Homeowners Association for that number of living units located outside of the confines of the Planned Unit Development which when added to the number of living units constructed or to be constructed, on the Planned Unit Development property will be equal to or less than, the number 990, and

WHEREAS, Article V, Section 5.1 of said Declaration, as previously amended, presently provides "The Developer hereby reserves the right to amend, modify or rescind such parts of this Declaration as it deems necessary or desirable so long as it is the owner of at least 248 of the 990 living units authorized, whether constructed or not, and such amendment or modification does not impair or prejudice the rights of the Developer, the Association, or institutional mortgagee under this Declaration or its exhibits, and provided such amendment is approved by any construction lender providing funds for the construction of improvements on the Planned Unit Development at the time of the amendment. Such Amendment shall be evidenced by recording the original thereof, executed by the Developer with the formalities required for the execution of a deed attached to a certificate of the Association and recorded in the Public Records of Volusia County, Florida.", and

WHEREAS, Bankers Trust Company is at this time the only construction lender providing funds to construct improvements on the Planned Unit Development which, at the present time, consists of the property described on Exhibit "A", and

WHEREAS, Developer is the owner of over 248 of the 990 living units authorized and with the consent of Bankers Trust Company has the authority to amend said Declaration, and

WHEREAS, Developer desires to further amend said Declaration and restate and integrate all prior amendments into a single document, and

WHEREAS, Developer certifies that: the restated provisions contained herein only restate and integrate and do not further amend, any amendments contained herein have been duly adopted and are identified, there are no discrepancies between the provisions as previously amended of record and these restated and amended provisions other than the inclusion of those amendments which are clearly identified.

NOW, THEREFORE, the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., as previously amended, is further amended and restated as follows:

ARTICLE I

DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1. Definitions. The following words and terms when used in this Declaration and any supplemental Declaration, the Articles of Incorporation and the By-Laws shall have the following meanings, unless the context shall clearly indicate otherwise:

(a) "Association" shall mean the Oceans West Homeowners Association, Inc., a Florida Corporation not for profit, and its successors and assigns, the membership of which shall be as specified in the Articles of Incorporation and By-Laws of that corporation. [4]

(b) "Developer" shall mean and refer to Oceans West, Inc., its successors and assigns. The developer shall, for the purpose of this Declaration and the Articles of Incorporation and By-Laws of the Association, be considered as the owner of all of the 990 authorized living units which have not been sold and titled out whether constructed or not. Developer shall also mean any affiliated developer of property located outside of the confines of the Planned Unit Development as living units located on that property are made subject to the lien rights of the Association and given the right to use the common areas of the Planned Unit Development. Affiliated developer shall mean any subsidiary corporation of Bellemead Development Corporation, Oceans West, Inc., or Oceans One West, Inc. [4]

(c) "Common Areas" shall mean those areas of land, as marked on the amended plat of Oceans West Planned Unit Development, and including parks, playgrounds, golf course, lakes, greenbelt areas and open space, together with any improvements thereon which are conveyed to the Association and designated in the deed as "common areas". Additionally, "common areas" shall include any property or facility leased by the Association, the required streets and road rights-of-way intended to be devoted to the common use and enjoyment of the residential owner and uses of the common areas, provided, however, this is

subject to the rights and interests acquired or to be acquired by the City of Daytona Beach Shores in said street and road rights-of-way as hereinafter set forth. The term "common areas" shall also include any tangible personal property acquired by the Association if such property is designated as such by the Association. All common areas are to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying dwelling units on a guest or tenant basis, and visiting members of the general public (but only to the extent authorized by the Board of Directors of the Association). The common areas do not include condominium tracts of 1, 2, 3 and 4 as shown on said amended plat. [3]

(d) "Living Unit" shall mean and refer to any portion of a building situated upon the existing property and additions to existing property designed and intended for use and occupancy of the residents by a single family and susceptible to ownership in fee simple, such as a unit in a condominium and the Developer shall, for the purposes of this Declaration and the Articles of Incorporation and By-Laws of the Association, be considered as the owner of all of the 990 authorized living units which have not been sold and titled out whether constructed or not. Living unit shall also include living units located on property outside the confines of the Planned Unit Development as those units are made subject to the lien rights of the Association and given the right to use the common areas of the Planned Unit Development. In no event shall more than 990 living units be subjected to such lien rights or granted use privileges. [4]

(e) "The Property" shall mean and refer to the amended plat of Oceans West Planned Unit Development. [4]

(f) "Family" as used herein shall have the meaning set forth in the Code of Ordinances of the City of Daytona Beach Shores, Florida, Section 200.00(36)(1977).

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any living unit, owner shall also include living unit whether or not such unit is located within or outside the confines of the Planned Unit Development, but, notwithstanding any applicable theory of the law of mortgages, owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. [4]

Section 1.2. Development Tracts. Oceans West Planned Unit Development shall be developed in separate buildings or groups of buildings which shall be located or placed on each of four development tracts, lots or parcels as the Developer may elect. For identification these will be referred to from south to north as condominium tract 1, condominium tract 2, condominium tract 3 and condominium tract 4. Additional development tracts, located outside of the Planned Unit Development confines, may be subjected to the lien rights of the Association and granted use rights to the common areas. Each of the Planned Unit Development tracts shall be a separate condominium with its own covenants

and restrictions and each shall have a director or directors on the Board of Directors of the Homeowners Association at such time and under the conditions provided in the Articles of Incorporation and By-Laws of said Homeowners Association. The tracts located outside the Planned Unit Development will be either a condominium or a Homeowners Association project with its own covenants and restrictions and each shall have a director or directors on the Board of Directors of the Homeowners Association at such time and under the conditions provided in the Articles of Incorporation and By-Laws of said Homeowners Association. [4]

Section 1.3. Plat of Development. The Developer has caused the plat of said development to be recorded in Map Book 38, pages 66 through 71, Public Records of Volusia County, Florida, and has caused the Amended Plat of Oceans West Planned Unit Development to be recorded in Map Book 39, pages 6 through 11, Public Records of Volusia County, Florida. Said Amended Plat showing the relocation of a portion of Oceans West Boulevard located outside of but serving as an access from and to the development. [4]

ARTICLE II

RESTRICTIVE COVENANTS

Section 2.1. No living unit shall be used for any purpose except single family residential. The term 'residential' is intended to prohibit any commercial use, even professional office use of any portion of any unit. This restriction shall not apply to units outside the confines of the Planned Unit Development which are now or hereafter made subject to the lien rights of this Association and given the right to use the common areas located in the Planned Unit Development. All such units shall be governed in this respect by the Declaration of Condominium and Condominium Association documents pertaining to the developments in which those units are located. [4]

Section 2.2. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn or other similar structure or vehicle shall be used or permitted to remain on any portion of the property as a storage facility or residence, or other living quarters whether temporary or permanent, unless for use during construction only.

Section 2.3. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of ten consecutive hours.

Section 2.4. No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any portion of the property. No automobile, truck, or other commercial business or commercial activity, shall be parked

(for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any portion of the property.

Section 2.5. No livestock, poultry, or animals of any kind or size shall be raised, bred or kept on any portion of the property; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be housed in the owner's living unit and shall not be permitted to roam free on the property. The keeping of such pets may be regulated or may be prohibited by each individual condominium or homeowner's association. [4]

Section 2.6. No sign of any kind shall be erected, permited to remain on or displayed to public view on or from any portion of the property unless approved by the Association.

Section 2.7. No obnoxious or offensive activity shall be conducted or permitted to exist upon any portion of the property, nor shall anything be done or permitted to exist on any portion of the property that may be or may become an annoyance or private or public nuisance.

Section 2.8. No portion of the property shall be used to maintain for dumping or discharge of rubbish, trash, garbage or other solid waste material. All portions of the property shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material. The restrictions set forth in this subsection shall not apply to those areas designated from time to time by the Developer for construction related activities.

Section 2.9. No wall or fence shall be erected, placed, altered, maintained or permitted to remain on any portion of the property unless and until the height, type and location thereof have been approved by the Association.

Section 2.10. No driveway shall be constructed, maintained, altered or permitted to exist on any portion of the property if the driveway obstructs or impedes the flow of surface drainage in the are adjacent to or in the street right-of-way or sale area adjoining or abutting the said property.

Section 2.11. The Developer for itself, its successors and assigns and for a lender which is providing the funds for the construction of improvements on the Planned Unit Development property or its designee in the event such lender or designee become the owner of such improvements by reason of foreclosure or acceptance of a deed in lieu of foreclosure, reserves the right to establish such easements as shall be necessary for the installation, construction, maintenance and repair of utility services and any transmission or distribution or communication or other like services and the Developer

reserves the right to establish easements for drainage as shall be necessary in the Planned Unit Development and contiguous property Said right shall continue as long as Developer or its successor or assigns or said lender or its designee own land or lots in the Planned Unit Development and as long as Developer's parent corporation, Bellemead Development Corporation or its subsidiary corporations own land contiguous to the Planned Unit Development and as long as said lender shall have a mortgage on said land or lots, the provisions of this paragraph may not be amended without the written consent of the Developer and the lender or its designee as aforesaid.

Section 2.12. The Developer reserves the right to dedicate or grant easements or convey land contiguous to the Planned Unit Development for street purposes and reserves the right to convey property contiguous to or in close proximity to the Planned Unit Development to the City of Port Orange, Florida, which supplies the development with potable water for the construction of a one million gallon drinking water storage facility.

Section 2.13.

A. A non-exclusive easement for ingress and egress in favor of each unit owner is hereby created over the driveways, walks and other common areas to provide each unit owner access to the public ways. No easement for ingress or egress shall be encumbered or subject in any way to be encumbered. Easements are reserved through the common areas as may be required for utility services.

B. Developer for itself, its successors and assigns and for a lender which is providing the funds for the construction of improvements on the Planned Unit Development property or its designee in the event such lender or designee become the owner of such improvements by reason of foreclosure or acceptance of a deed in lieu of foreclosure, reserves an easement over and through all of the common areas of the Planned Unit Development for sales purposes and may maintain a sales office in one or more units until all of the units of the Developer or lender or its designee as aforesaid have been sold. During such time as the Developer, its successors or assigns or lender or its designee as aforesaid are in the process of construction on any of the condominium buildings or other construction in the Planned Unit Development, the Developer, reserves for itself, its successors or assigns and lender or its designee as aforesid, the right to prohibit access to any portion of the common areas of the Planned Unit Development to any of the occupants of any of the buildings, and to utilize various portions of the common areas of the Planned Unit Development in connection with such construction and development. No unit owner or his guests, or invitees or lessee shall in any way interfere or hamper the Developer, its employees, successors or assigns, or lender or its designee as aforesaid, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns or lender or its designee as aforesaid own any units within the Planned Unit Development and is carrying on any business in connection therewith, including the selling, renting or leasing of such units, the unit owners, their guests or invitees or lessee shall in no way interfere with such activities or

prevent access to such units by the Developer, its successors or agents or lender or its designee as aforesaid. The provisions of this section may not be amended without the written consent of Developer and the lender or its designee as aforesaid.

Section 2.14. One of the principal functions of the Association is to manage and maintain the golf facility construed on the common areas. [3]

ARTICLE III

ASSOCIATION

Section 3.1. To effectively provide for the management and administration of the common areas in Oceans West Planned Unit Development, a non-profit corporation (known as Oceans West Homeowners Association, Inc., a non-profit Florida corporation) will be created. The Association shall operate, manage and maintain the common areas, enforce the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of the Declaration and the Articles of Incorporation and By-Laws of said Association. The Association shall have the authority on approval of its board of directors, to lease property to be used in connection with the operation of the common areas. (The Amended and Restated Articles of Incorporation and By-Laws of the Association as amended shall be as attached hereto as Exhibits "B" and "C", at the time of recording). [4]

Section 3.2. The owner of each living unit shall automatically become members of the Association upon his, her or their acquisition of an ownership interest in or title to any living unit. The membership of such owner shall terminate automatically at the time that such owner is divested of such ownership interest or title to such living unit, regardless of the means by which such ownership may have been divested. The Developer shall be considered as the owner of all of the 990 authorized living units which have not been sold and title out whether constructed or not. [4]

Section 3.3. No person, corporation or other business entity holding any lien, mortgage or other encumbrance upon any living unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or by other business entity which acquires title to a living unit either by foreclosure or by voluntary conveyance from a mortgagor, his successor or assign.

Section 3.4. In the administration, operation and management the common areas and the enforcement of these covenants and restrictions, the Board of Directors of the Association shall have and is hereby granted full power and authority to adopt rules and regulations governing the conduct of the members

of the Association and governing the use of the common areas, to appoint committees, to make agreements necessary to carry out its functions, to levy and collect assessments in accordance herewith, and to provide a method for the administration and enforcement of this Declaration and its Exhibits, and the rules and regulations adopted by the Board of Directors. [3]

Section 3.5. The Association shall provide insurance, other than title insurance, upon the Association property.

(a) All policies upon the Association's property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Named Insured. The named insured shall be the Association individually and as agent for the owners of all units subject to the lien rights of the Association and given the right to use the common areas, without naming the owners of such units, and shall include mortgagees who hold mortgages upon Association property whether or not the mortgagees are named. [4]

(c) Custody of policies and payment of proceeds. All policies shall provide that payments for losses made by the insuror shall be paid to the Association, and all policies and endorsements on them shall be held by the Association.

(d) Improvements on the Association property or property leased by the Association, if required by the lease, shall be insured in an amount equal to the maximum insurable replacement value and afford protection against.

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief. The bailee liability, if any, of the Association to unit owners shall be insured.

(e) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability, endorsement to cover liabilities of the unit owners as a group to a unit owner.

(f) Workmen's compensation policy to meet the requirements of law.

(g) Officer and Directors indemnification insurance as provided in the By-Laws.

(h) Fidelity Bond. Fidelity bonding of all officers and directors of the Association who control or disburse the funds of the Association in such amount as may be determined by the Board of Directors, or, in the event insurance proceeds are payable to the Association as provided in this Declaration, then such fidelity bonding shall be increased by the amount of the insurance proceeds and maintained at such amount until such proceeds have been disbursed in the manner elsewhere stated in this instrument at which time the Board of Directors may again determine the amount.

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

(j) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

Section 3.6. As long as the Developer has rights and obligations under this Declaration, the Association shall not use its resources in opposition to the Developer's Plan of Development.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1. Creation of Lien and Personal Obligation. The Developer covenants, and each owner of each and every living unit shall by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

(a) All periodic assessments or charges, including the initial monthly assessment, and

(b) All special assessments or charges for the purposes set forth in Section 4.3. Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The personal obligation of the owner for assessments shall not pass to successors in title unless assumed by them. [2]

The periodic and special assessments (together with such interest thereon and the cost of collection including reasonable attorneys' fees as thereinafter provided) shall be a charge and continuing lien on the living unit against which such assessment is made. Each such assessment (together with such interest thereon and the cost of collection including reasonable attorneys' fees) shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable. In the case of joint ownership of a living unit, each owner shall be individually, jointly and severally liable for the entire amount of

the assessment and the aforesaid interest, collection costs, and attorneys' fees. Each such assessment shall be paid directly to the Association.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas and Properties leased by the Association and to provide services which the Association is authorized to provide including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction and maintenance of improvements, repairs, replacements, payment of the costs of labor, services, equipment, materials, management, and other supervision necessary to carry out the authorized functions of the Association, and for the payment of rental payments on leased property, the payment of principal, interest and other charges connected with loans made by or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the common area and property at the time of conveyance to the Association as a pre-condition to use of such facilities. The Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years. Notwithstanding any of the provisions of this Article, in no even shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 4.3. The initial regular monthly assessment is hereby set at the rate of $20.00 per living unit. Developer guarantees to each living unit owner that the initial assessment shall not exceed $20.00 per month per living unit at least until January 1, 1987. Developer agrees to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners. Commencing January 1, 1987, the Developer shall review and adjust said assessment annually thereafter as long as the Developer retains control of the Association. The Developer agrees to relinquish control of the Association when 75% or 742 of the 990 authorized living units have been sold and titled out to owners other than Developer or earlier at the option of the Developer. The Developer further agrees, notwithstanding any other provisions of this document and in spite of any rights reserved elsewhere herein to Developer, that after December 31, 1993, it shall have no right to "control" the Association, the Association Board of Directors, the Planned Unit Development, or the unit owners in any manner except through votes allocated to authorized living units owned by the Developer on the same basis as votes allocated to authorized living units belonging to other unit owners. The Developer further agrees that if "control", other than through votes allocated to authorized living units owned by the Developer on the same basis as votes allocated to authorized living units belonging to other unit owners, has not previously been relinquished under other provisions of this document prior to December 31, 1993, that all actions necessary to relinquish "control", other than through votes allocated to authorized living units owned by the Developer on the same basis as votes allocated to authorized living units belonging to

other unit owners, will be taken on or before that date. After turnover of control has occurred, regular monthly assessments shall be determined as provided in the By-Laws and shall be in an amount sufficient to defray the expenses of the Association. The regular assessment may be increased beyond that set at the annual meeting upon approval by two-thirds (2/3) of the voting members in attendance in person or by proxy at any regular or special meeting of the Association, but only after notice of the recommendation is given to all members at least thirty (30) days prior to the date of said meeting. [4]

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. [4]

Section 4.4. There is hereby created an assessment and a lien securing it in favor of Developer on each of the 990 authorized living units which are subject to the lien rights of the Association and given the right to use the common areas of the Planned Unit Development, in the amount of $500.00 on each unit which shall be due and payable on July 1, 1991 as to living units that have been sold and titled out to individual owners as of said date, the assessment and lien on units which have not been sold and titled out to individual owners on July 1, 1991 shall be due and payable to Developer at closing of the sale of each unit. Payment of the $500.00 prior to July 1, 1991, is prohibited. The lien shall secure reasonable attorneys' fees incident to the collection of the assessment or enforcement of the lien. The lien created by this Section 4.4 is and shall be inferior and subordinate to the lien of an institutional mortgage that is a mortgage originally executed and delivered to a mortgage banking firm, a bank, savings and loan association, real estate investment trust, insurance company or to the Developer or Bellemead Development Corporation. [4]

Section 4.5. Assessments against Developer-Owned Units. During such time as the Developer owns one (1) or more of the authorized 990 units, the assessments, attributable to the Developer's units as provided for in these Articles, shall never be more than the actual sums necessary to pay for the current operating expenses. Notwithstanding any of the foregoing provisions respecting assessments, during the period of time following the expiration of the guaranteed assessment period in Section 4.3 and prior to turnover of control of the Association, the developer shall collect all assessments from unit owners in the basis of a Projected Estimate of Operating Budget and shall pay all expenses for the operation of the Association during such period of time, on an accrual basis (receiving pro-rata credit for prepaid expenses, deposits, etc.). Developer shall not be obligated to account for the monies collected or fees for golf membership or any surplus retained or deficit paid. After the expiration of said period all assessments and the individual

unit owners' and the Developer's responsibility as to assessments shall be as is otherwise provided for herein. [4]

Section 4.6. Nothing herein shall prohibit the owner of a living unit from leasing such living unit, if permitted by the Declaration, Restrictions and Covenants of the separate condominium or subdivision, and requiring the tenant of such living unit to reimburse the owner for the monthly assessment against said living unit. In that event, however, the lessor shall retain his right to vote, and is prohibited from transferring his vote to the tenant. On the first day of each tenancy the owner of any living unit which has been leased shall certify to the Secretary of the Association the names of all tenants who are residents of such living unit as of that date. [4]

Section 4.7. Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at ten (10%) per cent per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien for such assessment against the living unit. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas, by abandonment of the living unit, by extended absence from the Planned Unit Development or by or for any other reason.

Section 4.8. The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's living unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.9. All revenue collected by the Association shall be segregated, held and used as the separate property of the Association and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas. Revenue collected by the Association from an owner of a living unit may be commingled with monies collected from other owners.

Section 4.10. Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his living unit. When an owner of a living unit shall cease to be a member of the Association by reason of the divestment of his ownership of said living unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

Section 4.11. Recognizing that proper management and operation of the

common area and property (including improvements thereto) result in benefit to all members of the Association, the Association and the Developer as provided in Article IV, Section 4.4 are hereby granted a lien upon all real property appurtenant to any of the 990 authorized living units located on property now or hereafter submitted to the lien rights of the Association and the interests of each member of the Association in the common area and property and improvements thereto, to secure the prompt payment of each and every assessment made and levied in this Declaration and in accordance with this Declaration and each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or the provisions of this Declaration. [4]

Section 4.12. The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advances by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.13. All persons, firms, corporations, and other business entitles, which shall acquire, by whatever means, any interest in the ownership of any living unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a living unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations, and other business entitles shall acquire their rights, title and interest in and to said living unit expressly subject to the lien rights provided herein.

Section 4.14. The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Volusia County, Florida of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President or Vice President of the Association. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien.

Section 4.15. Notwithstanding the language above, the Association may by

arrangement with each individual condominium or subdivision controlling property subject to the lien rights of the Association, bill the Condominium or other Association on a monthly, quarterly or annual basis for the total due from its unit owners, other than the Developer. [4]

ARTICLE V

AMENDMENT AND TERMINATION

Section 5.1. Amendment by Developer. The Developer hereby reserves the right to amend, modify or rescind such parts of this Declaration as it deems necessary or desirable so long as it is the owner of at least 248 of the 990 living units authorized, whether constructed or not, and such amendment or modification does not impair or prejudice the rights of the Developer, the Association, or institutional mortgagee under this Declaration or its Exhibits, and provided such amendment is approved by any construction lender providing funds for the construction of improvements on the Planned Unit Development at the time of the amendment. Such amendment shall be evidenced by recording the original thereof, executed by the Developer with the formalities required for the execution of a deed attached to a certificate of the Association and recorded in the Public Records of Volusia County, Florida. [3]

Section 5.2. Amendment by Association. In addition to the manner of amendment set forth in the preceding paragraph, amendments may be proposed by the Board of Directors or by twenty-five (25%) percent of the unit owners, and the record owners of seventy-five (75%) percent of the 990 authorized living units subject to the lien rights of the Association may amend or modify such provisions of this Declaration as they deem necessary or desirable. In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called at which a quorum was present in person (or by proxy) and that at least seventy-five (75%) per cent of those entitled to cast a vote approved the amendment. Such certificate executed with the formalities required for the execution of a deed together with the amendment adopted, shall be recorded in the Public Records of Volusia County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment. [4]

Section 5.3. Termination. This Association may be terminated by approval in writing of all record owners of the 990 authorized living units which are subject to the lien rights of the Association and given the right to use the common areas of the Planned Unit Development and all record owners of mortgages on said units. Such termination shall be evidenced by a certificate of the Association executed with the formalities required for the execution of a deed by its President and its Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the public Records of Volusia County, Florida. [4]

Section 5.4. Shares of Owners After Termination. After termination of

the Association, unit owners shall own the Planned Unit Development property and all assets of the Association as tenants in common equal undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners.

Section 5.5. Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

ARTICLE VI

PROPERTY RIGHTS IN COMMON PROPERTY

Section 6.1. The common areas, as hereinabove specifically described, or hereafter designated by Developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of living units located on property subject to the lien rights of the Association as hereinabove described, for the use of such owners and the use of their immediate families, guests, lessees, invitees, and others designated by Developer as provided for in this Declaration for the playing of golf, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners subject to the rules and regulations adopted by the Board of Directors of the Association now in effect or which may hereafter be adopted. [4]

Section 6.2. Maintenance and repair of the streets and road right-of-way within the common areas of Oceans West Planned Unit Development shall be the responsibility of the Developer for a period of 10 years as provided in the Development Agreement between Developer and the City of Daytona Beach Shores dated the 19th day of February, 1980. At the end of said period, responsibility shall automatically transfer to the City of Daytona Beach Shores for maintenance and repair of the designated streets as public thoroughfares of the City of Daytona Beach Shores. The Association shall execute such instruments of dedication and conveyance as shall be necessary to complete transfer to the City of Daytona Beach Shores subject to easements for the playing of golf.

Section 6.3. By accepting any instrument of conveyance or by taking possession or occupancy of any living unit in any existing unit hereafter filed in the Public Records of Volusia County, Florida, by the Developer, each such person does agree to abide by and comply with all rules and regulations promulgated by the Association now in effect or which may hereafter be adopted, it being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all common areas and recreational facilities now existing or which may hereafter be designated by Developer.

Section 6.4. Developer hereby covenants, for itself, its heirs, successors and assigns that it shall transfer to the Association title to the

common areas and that such transfer shall take place no later than July 1, 1985.

Section 6.5. One of the principal features of the common areas is a golf course which has been constructed by the Developer and is to be maintained by the Association. The golf course is built for the use and enjoyment of the occupants of all of the authorized 990 living units as described herein, whether inside or outside the Planned Unit Development. The owners of the 990 living units shall automatically be members of the golf facility; however, in the event any assessment on their unit or units due Oceans West Homeowner's Association are not paid and current, such membership is automatically suspended until all assessments are current. Such membership may, at the option of the owner, be assigned to the tenant or lessee of the unit as part of the tenancy or such membership may be retained by the owner. In the event the membership is assigned to a tenant, the owner shall notify the manager of the golf facility in writing of the assignment, the name of the tenant and the duration of the tenancy. The owner and tenant may not both be members. The Developer reserves the right to make memberships for the use of the golf facilities available to non-owners of living units for a fee, to help defray the cost of maintaining the golf facilities, so long as the total unit owner members and non-unit owner members does not exeed 990. As the number of living units which are subject to the lien rights of the Association and given the right to use the common areas of the Planned Unit Development, are completed, sold or occupied increases, the number of non-owner memberships will be decreased. When control of the Association is turned over to unit owners other than the Developer, the memberships for the use of the golf facilities will be limited solely to the 990 authorized living unit owners or residents. Nothing contained in this Declaration shall prohibit the Board of Directors of the Association and the Developer prior to the turnover of control of the Association to the unit owners other than Developer, from requiring the unit owners to pay a greens fee or charge, the amount of which may be changed from time to time, for the playing of golf, provided all greens fees or charges collected from unit owner members and non-unit owner members are used for the maintenance and operation of the golf course. [4]

ARTICLE VII

COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OR MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any of the 990 authorized living units is dependent upon the use and enjoyment of the common areas and the improvements made thereto, and that it is in the interests of all of the owners that the membership in the common areas be retained by the owners of living units, it is therefore declared that the membership rights of any owner in the common area shall reamin undivided, and such owners shall have no right at law or equity to seek partition or severance of such membership rights in the common areas. In addition, there shall exist no right to transfer the

membership rights in the common areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease of one of the 990 authorized living units provided, however, that nothing herein shall preclude a conveyance by the Developer herein of any undivided interest in the common areas to the owners of living units within the Planned Unit Development for the purpose of effectuating the intent of this Declaration and nothing herein shall preclude the Developer from granting non unit owner memberships in the golf facilities as provided in Section 6.5 of this Declaration. Any conveyance or transfer of any of the 990 authorized living units shall include the membership rights in the common areas appurtenant to such unit whether or not such membership rights shall have been described or referred to in the deed by which said unit is conveyed. [4]

ARTICLE VII

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the owner of each living unit and the appurtenant undivided interest in the common areas upon the heirs, personal representatives, successors, and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of 30 years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten year periods, unless an instrument, signed by seventy-five (75%) per cent of the then record owners of the 990 authorized living units subject to the lien rights of the Association is recorded within 30 days following the last day of said 30 year period or 30 days following the last day of any successive 10 year period, containing an agreement of the said owners with respect to the alteration, change, modification or repeal, in whole or in part, of the provisions of this Declaration.

ARTICLE VIII

COVENANTS FOR BENEFIT OF MORTGAGEES

Section 1. Notice to Association. A owner who mortgages a unit shall notify the Association through its Secretary of the name and address of the mortgagee and shall file with the Secretary a copy of such mortgage; and the Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice of Unpaid Assessments. The Association shall, upon the request of a mortgagee, report any unpaid assessment due from the owner of a unit upon which such mortgage holds a mortgage.

Section 3. Availability of Information. The Association shall make available to unit owners and lenders, and to holders, insurers or guarantors

of any first mortgage, current copies of the Declaration and all amendments, the Articles of Incorporation of the Association and its By-Laws with all amendments, all Rules and Regulations with amendments, and the books, records, accounts and financial statements of he Association. "Available" means available for inspection, upon request, during normal business hours at the Association office or under other reasonable circumstances.

Section 4. Financial Statements. Any holder, insurer or guarantor of an institutional mortgage or of a first mortgage is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

Section 5. Lender's Notices. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor of a mortgage and identifying the unit covered by the mortgage, any mortgage holder, or the insurer or guarantor of a mortgage shall be entitled to time written notice of:

a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

b. Any delinquency of sixty (60) days in the payment of assessment or charges owed by the owner of any unit upon which it holds a mortgage.

c. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

d. Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 6. Benefit of Mortgagees. All of the provisions of this Article VIII are for the benefit of mortgagees, may be enforced by a mortgagee and may be amended or repealed only with the written consent of all mortgagees, however, additional provisions for the benefit of mortgagees may be added without such consent.

IN WITNESS WHEREOF, the Developer has executed this Restatement of and Fourth Amendment to the Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:

OCEANS WEST, INC.

By: _____
John Collins, Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John Collins, well known to me to be the Vice President of the corporation named as Oceans West, Inc., in the foregoing Restatement of and Fourth Amendment to Declaration of Covenants and Restrictions, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 23RD day of December, 1985.

Shelley R Daw
Notary Public, State of Florida at Large.
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. OCT 10,1987
BONDED THRU GENERAL INS. UND.

CERTIFICATE

This is to certify that:

The foregoing Restatement of and Fourth Amendment to the Declaration of Covenants and Restrictions of Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., has been duly adopted by the Developer.

Witnesses:

Linda E Sarno

Shelley R Daw

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

By: L. Don Henderson
President

Attest: Pamela C. Huggins

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L Don Henderson, well known to me to be

the President of the corporation named as Oceans West, Inc., in the foregoing Certificate of the Declaration of Covenants and Restrictions, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 23RD day of December, 1985.

Shelley P. Daw
Notary Public, State of Florida at Large.
My commission expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. OCT 10,1987 BONDED THRU GENERAL INS. UND.

27750881

BOOK PAGE
VOLUSIA COUNTY

CONSENT OF CONSTRUCTION LENDER

BANKERS TRUST COMPANY, a New York banking corporation, the owner and holder of a construction loan encumbering the land described as condominium Tract I in plat of Oceans West, A Planned Unit Development, as per map in Map Book 38, Pages 66 through 71, Public Records of Volusia County, Florida, hereby consents to the execution and recording of the Restatement of and Fourth Amendment to Declaration of Covenants and Restrictions of Oceans West Homeowners Association, Inc., and agrees that the lien of its mortgage, dated November 18, 1981, and recorded on November 19, 1981, in Official Records Book 2312, Pages 1754 through 1767, Public Records of Volusia County, as modified, shall be subordinate to the said Restatement and Fourth Amendment and is and shall be a lien upon all of the condominium parcels of Oceans West One, a Condominium, except those parcels which have been released from the lien of said loan, together with all of the appurtenances, including, but not limited to, the common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by Bankers Trust Company or the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge its consent to said Amendment as hereinabove provided.

Executed this 9th day of JANUARY, 1986.

Signed, sealed and delivered in the presence of:

Robin Dwelt

Dolores Sullivan

BANKERS TRUST COMPANY

By: Walter J. Haug
Its V. Ce President

Attest: Laura S. Okamura
Its Associate

"CONSTRUCTION LENDER"
(Corporate Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing Consent of Construction Lender was acknowledged before me by Walter J. Haug and Laura S. Okamura being the Vice President and Associate of Bankers Trust Company, a New York banking corporation, and they acknowledged that they executed the same on behalf of said corporation, this 9th day of January, 1986.

Barbara E. Dieter
Notary Public, State of New York
My Commission Expires:

BARBARA E. DIETER
Notary Public, State of New York
No. 31-4763919
Qualified in New York County
Commission Expires March 30, 1987

LEGAL DESCRIPTION OF PROPERTY

Part of Blocks "E" and "F", and part of vacated Lantana Street, McElroy's Belleview Subdivision as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows:

BEGINNING at a point 1,111 ft. more or less west and 25 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the easterly line of South Peninsula Drive, an 80-ft. street as presently established, run thence N 21° 48' 00" W along said easterly line a distance of 348.01 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left having a radius of 2911.79 ft. and a central angle of 05° 34' 00", an arc distance of 282.90 ft. to the point of tangency thereof; thence continue along said easterly line of South Peninsula Drive N 27° 22' 00" W a distance of 2348.11 ft. to the north line of McElroy's Belleview; thence N 89° 33' 11" E along said north line a distance of 614.99 ft.; thence S 27° 22' 00" E, and parallel to the last call of South Peninsula Drive, a distance of 177.58 ft.; thence S 83° 47' 30" E, a distance of 60.01 ft.; thence S 27° 22' 00" E, and parallel to the last call of S. Peninsula Drive, a distance of 591.15 ft. to the point of curvature of a curve concave northeasterly; thence along said curve to the left, having a radius of 100 ft. and a central angle of 42° 04' 46", an arc distance of 73.44 ft. to the point of tangency thereof; thence S 69° 26' 46" E, a distance of 18.50 ft. to the point of curvature of a curve concave southwesterly; thence along said curve to the right, having a radius of 150 ft. and a central angle of 45° 00' 00", an arc distance of 117.81 ft. to the point of tangency thereof; thence S 24° 26' 46" E a distance of 361.45 ft. to the point of curvature of a curve concave northeasterly; thence along said curve to the left, having a radius of 100 ft. and a central angle of 45° 00' 00", an arc distance of 78.54 ft. to the point of tangency thereof; thence S 69° 26' 46" E a distance of 51.45 ft. to the point of curvature of a curve concave southwesterly; thence along said curve to the right having a radius of 150 ft. and a central angle of 45° 00', an arc distance of 117.81 ft. to the point of tangency thereof; thence S 24° 26' 46" E a distance of 32.87 ft.; thence S 65° 33' 14" W a distance of 293.00 ft.; thence S 24° 26' 46" E a distance of 650.00 ft.; thence N 65° 33' 14" E a distance of 86.67 ft.; thence S 24° 26' 46" E a distance of 460.00 ft. to the north line of a public park; thence along the northerly line of said public park the following courses and distances S 65° 31' 29" W, 400.00 ft.; S 20° 58' 46" E, 86.87 ft.; N 89° 20' 03" W, 146.40 ft. to the POINT OF BEGINNING, containing 37.01 acres, more or less.

TOGETHER WITH easements for road right-of-way purposes over and across the following parcels more particularly described as follows:

Roadway Easement No. 1: Part of Blocks "E" and "F" and part of vacated Lantana Street, McElroy's Belleview Subdivision as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows:

EXHIBIT A
to
Restatement of and Fourth Amendment to
Declaration of Covenants and Restrictions
of Oceans West Planned Unit Development

From a point of reference, being 1,111 ft. more or less west and 25 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the easterly line of South Peninsula Drive, an 80 ft. street as presently established, run thence S 89° 20' 03" E, along the northerly line of a public park, a distance of 146.40 ft.; thence N 20° 58' 46" W and along the westerly line of said public park a distance of 86.87 ft.; thence N 65° 31' 29" E and along the northerly line of said public park a distance of 400.00 ft.; thence N 24° 26' 46" W a distance of 420.00 ft. to the POINT OF BEGINNING; thence continue N 24° 26' 46" W a distance of 40.00 ft.; thence S 65° 33' 14" W a distance of 50.00 ft.; thence N 24° 26' 46" W a distance of 25.00 ft.; thence N 65° 33' 14" E a distance of 181.33 ft. to the point of curvature of a curve concave southwesterly; thence along said curve to the left, having a radius of 25.00 ft. and a central angle of 90° 00' 00", an arc distance of 39.27 ft. to the point of tangency thereof; thence N 24° 26' 46" W a distance of 600.00 ft.; thence N 65° 33' 14" E a distance of 50.00 ft.; thence S 24° 26' 46" E a distance of 212.76 ft. to a point on the westerly projected northerly line of Lantana Street; thence N 65° 33' 14" E and along said northerly line a distance of 125.00 ft. to the northwesterly corner of Lantana Street, being also the southwesterly corner of Block 'O', aforesaid McElroys Belleview Subdivision; thence S 24° 26' 46" E along the westerly line of Lantana Street a distance of 80.00 ft.; thence S 65° 33' 14" W and parallel with said northerly line of Lantana Street a distance of 125.00 ft.; thence S 24° 26' 46" E a distance of 332.24 ft. to the point of curvature of a curve concave southwesterly; thence along said curve to the right, having a radius of 75.00 ft. and a central angle of 15° 27' 57", chord distance of 20.18 ft., bearing S 16° 42' 48" E, an arc distance of 20.24 ft. to a point; thence S 65° 33' 14" W, parallel with said northerly line of Lantana Street, a distance of 3.55 ft. to a point on a curve concave southwesterly; thence southerly and to the left along said curve, having a radius of 75 ft. and a central angle of 66° 25' 19", chord distance of 82.16 ft., bearing S 32° 33' 14" W, an arc distance of 86.94 ft. to the point of tangency thereof; thence S 65° 33' 14" W, parallel with aforesaid northerly line of Lantana Street, a distance of 131.33 ft. to the POINT OF BEGINNING.

Roadway Easement No. 2: Part of Blocks "D" and "E", McElroy's Belleview Subdivision, as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, more particularly described as follows:

From a point of reference, being the intersection of the westerly line of South Atlantic Avenue, an 80 ft. right-of-way, with the southerly line of Lantana Street, a 50 ft. right-of-way, both as shown on said plat of McElroy's Belleview, run thence westerly along said southerly line a distance of 300.00 ft. to a point; thence N 24° 26' 46" W, a distance of 295.63 ft. to the point of curvature of a curve concave southwesterly; thence northwesterly along said curve to the left, having a radius of 150.00 ft. and a central angle of 45° 00' 00", an arc distance of 117.81 ft. to the point of tangency thereof; thence N 69° 26' 46" W a distance of 51.45 ft. to the point of curvature of a curve concave northeasterly; thence northwesterly along said

curve to the right, having a radius of 100.00 ft. and a central angle of 45° 00' 00", an arc distance of 78.54 ft. to the point of tangency thereof; thence N 24° 26' 46" W, a distance of 361.45 ft. to the point of curvature of a curve concave southwesterly; thence northwesterly along said curve to the left, having a radius of 150.00 ft. and a central angle of 45° 00' 00", an arc distance of 117.81 ft. to the point of tangency thereof; thence N 69° 26' 46" W, a distance of 18.50 ft. to the point of curvature of a curve concave northeasterly; thence northwesterly along said curve to the right, having a radius of 100.00 ft. and a central angle of 42° 04' 46", an arc distance of 73.44 ft. to the point of tangency thereof; thence N 27° 22' 00" W, a distance of 306.66 ft. to the point of curvature of a curve concave southeasterly and the POINT OF BEGINNING; thence northerly along said curve to the right, having a radius of 75.00 ft. and a central angle of 116° 55' 11", an arc distance of 153.05 ft. to the point of tangency thereof; thence N 89° 33' 11" E, a distance of 284.15 ft. forming the southerly line of a 70 ft. street, to the point of curvature of a curve concave northerly; thence easterly along said curve to the left, having a radius of 135.00 ft. and a central angle of 35° 07' 14", an arc distance of 82.75 ft. to a point of reverse curvature; thence to the right and along said reversed curve, having a radius of 25.00 ft. and a central angle of 87° 22' 22", an arc distance of 38.12 ft. to a point of tangency with the westerly line of South Atlantic Avenue, an 80 ft. street as presently established, said westerly line being a curve concave westerly; thence northerly along said westerly curved line, having a radius of 1287.71 ft., a central angle of 05° 32' 55", and a chord of 124.65 ft., bearing N 40° 58' 08" W to a point of tangency with a curve concave northwesterly; thence southerly and to the right along said curve, having a radius of 25.00 ft., a central angle of 114° 53' 36", a chord bearing S 13° 42' 12" W, for an arc distance of 50.13 ft. to a point of compound curvature; thence to the right along said compounded curve concave northerly, having a radius of 65.00 ft., a central angle of 18° 24' 11", for an arc distance of 20.88 ft. to the point of tangency thereof; thence S 89° 33' 11" W, forming the northerly line of aforementioned 70 ft. street, a distance of 294.31 ft. to the point of curvature of a curve concave southerly; thence westerly and to the left along said curve, having a radius of 125.00 ft., a central angle of 63° 47' 22", for an arc distance of 139.17 ft.; thence S 27° 22' 00" E a distance of 122.44 ft. to the POINT OF BEGINNING.

[Legal Description of property and easements conforms to the plat entitled "Oceans West, A Planned Unit Development, Amended Plat," Daytona Beach Shores, County of Volusia, State of Florida, as recorded in Map Book 39, Pages 6 through 11, inclusive, of the Public Records of Volusia County, Florida.]

12/16/2004 09:51 AM
Instrument# 2004-317082
Book: 5457
Page: 420

FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OCEANS WEST PLANNED UNIT DEVELOPMENT AND NOTICE OF PROVISIONS OF OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS is made this 9th day of November, 2004, by the Oceans West Homeowners Association, Inc. (hereinafter referred to as "OWHOA").

WHEREAS, the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., were recorded on November 17, 1981, in Book 2312, Pages 461 through 506, Official Public Records of Volusia County, Florida, and Amendment thereto on May 25, 1983, in Book 2453, Pages 920 through 928, Official Public Records of Volusia County, Florida, and Second Amendment thereto on July 11, 1983, in Book 2467, Pages 1553 through 1559, Official Public Records of Volusia County, Florida and Third Amendment thereto on May 21, 1984, in Book 2567, Pages 755 through 766, Official Public Records of Volusia County, Florida and Fourth Amendment thereto on January 17, 1986, in Book 2775, Pages 860 through 884, and

WHEREAS, the members of OWHOA seek to amend Section 6.5 of the Declaration of Covenants and Restrictions to allow the Association to continue to make the golf facilities available to non-owners of living units for a fee, to help defray the cost of maintaining same.

WHEREAS, the Board of Directors submitted a proposal to the membership for a vote on whether the Association should amend its documents to allow the golf course to remain a semi-private course which will continue to permit outside play.

WHEREAS, the ascent of seventy-five percent, or 743, of the 990 authorized living units subject to lien rights is required to amend the provisions of the Declaration as they deem necessary or desirable, and 755 votes in favor has been tallied by a vote counting committee of unit owners to pass the amendment as required by Section 5.2 of the Declaration.

NOW, THEREFORE, the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., as previously amended, is further amended and restated as follows:

Section 6.5. One of the principal features of the common areas is a golf course which has been constructed by the Developer and is to be maintained by the Association. The golf course is built for the use and enjoyment of the occupants of all of the authorized 990 living units as described herein, whether inside or outside the Planned Unit Development. The owners of the 990 living units shall automatically be members of the golf facility; however, in the event any assessment on their unit or units due Oceans West Homeowner's Association are not paid and current, such membership is automatically suspended until all assessments are current. Such membership may, at the option of the owner, be assigned to the tenant or lessee of the unit as part of the tenancy or such membership may be retained by the owner. In the event the membership is assigned to a tenant, the owner shall notify the manager of the golf facility in writing of the assignment, the name of the tenant and the duration of the tenancy. The owner and tenant may not both be members. The Developer reserves the right to make memberships for the use of the golf facilities available to non-owners of living units for a fee to help defray the cost of maintaining the golf facilities~~, so long as the total unit owner members and non-unit owner members does not exceed 990~~. THE ASSOCIATION WILL CONTINUE TO MAKE MEMBERSHIPS FOR THE USE OF THE GOLF FACILITIES AVAILABLE TO NON-OWNERS OF LIVING UNITS FOR A FEE TO HELP DEFRAY THE COST OF MAINTAINING THE GOLF FACILITIES. ~~As the number of living units which are subject to the lien rights of the Association and given the right to use the common areas of the Planned Unit Development, are completed, sold or occupied increases, the number of non-owner memberships will be decreased. When control of the Association is turned over to unit owners other than the Developer, the memberships for the use of the golf facilities will be limited solely to the 990 authorized living unit owners or residents.~~ Nothing contained in this Declaration shall prohibit the Board of Directors of the Association and the Developer prior to the turnover of control of the Association to the unit owners other than Developer, from requiring the unit owners to pay a greens fee or charge, the amount of which may be changed from time to time for the playing of golf, provided all greens fees or charges collected from unit owner members and non-unit owner members are used for the maintenance and operation of the golf course.

IN WITNESS WHEREOF, the President and Secretary of Oceans West Homeowners Association, Inc. have executed this Fifth Amendment to the Declaration on the day and year first above written.

Book: 5457
Page: 422

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William Ferguson, well known to me to be the Secretary of Oceans West Homeowners Association, Inc., in the foregoing Fifth Amendment to Declaration of Covenants and Restrictions, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 9 day of November, 2004.

Constance F Baldwin
Notary Public
My Commission Expires: 12 22 2006

CONSTANCE F. BALDWIN
Notary Public, State of Florida
My comm. expires Dec. 23, 2006
No. DD 165379

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William Ferguson, well known to me to be the Secretary of Oceans West Homeowners Association, Inc., in the foregoing Fifth Amendment to Declaration of Covenants and Restrictions, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 9 day of November, 2004

Constance F Baldwin
Notary Public
My Commission Expires: 12 23 2006

CONSTANCE F. BALDWIN
Notary Public, State of Florida
My comm. expires Dec. 23, 2006
No. DD 165379

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William Farrell, well known to me to be the Acting Secretary of Oceans West Homeowners Association, Inc., in the foregoing Fifth Amendment to Declaration of Covenants and Restrictions, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 9 day of November, 2004

Constance F Baldwin
Notary Public
My Commission Expires: 12 23 2006

CONSTANCE F. BALDWIN
Notary Public, State of Florida
My comm. expires Dec. 23, 2006
No. DD 165379

Signed, sealed and delivered
in the presence of:

OCEANS WEST HOMEOWNERS
ASSOCIATION, INC.

Witness

Kay Schwarz, President

Witness

William Ferguson, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kay Schwarz, well known to me to be the President of Oceans West Homeowners Association, Inc., in the foregoing Fifth Amendment to Declaration of Covenants and Restrictions, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 9 day of November, 2004.

Notary Public
My Commission Expires: 12-23-2006

CONSTANCE F. BALDWIN
Notary Public, State of Florida
My comm. expires Dec. 23, 2006
No. DD 166379

Book: 5457
Page: 425
Diane M. Matousek
Volusia County, Clerk of Court

CERTIFICATE

THIS IS TO CERTIFY THAT: Kay Schwarz, President, William Ferguson, Secretary, and William Farrell, Acting Secretary of Oceans West Homeowners Association, Inc., being first duly sworn and upon oath state that the foregoing Fifth Amendment to the Declaration of Covenants and Restrictions of Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc. has been duly adopted by the Association and its members.

Witnesses:

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

Kay Schwarz, President

William Ferguson, Secretary

William Farrell, Acting Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kay Schwarz, well known to me to be the President of Oceans West Homeowners Association, Inc., in the foregoing Fifth Amendment to Declaration of Covenants and Restrictions, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 9 day of November, 2004.

Notary Public
My Commission Expires: 12-23-2006

CONSTANCE F. BALDWIN
Notary Public, State of Florida
My comm expires Dec. 23, 2006
No. DD 165379

27750885

BOOK PAGE
VOLUSIA COUNTY

AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
OCEANS WEST HOMEOWNERS ASSOCIATION, INC.
(A non-Profit Florida Corporation)

These are the Amended and Restated Articles of Incorporation of Oceans West Homeowners Association, Inc., whose original articles of incorporation were filed with the Department of State on May 27, 1981. These Amended and Restated Articles of Incorporation were duly adopted by all of the directors and all of the members of the corporation on December 17, 1985. Any amendments included herein have been adopted pursuant to F.S. Section 617.0201(4). Other than such amendments, which are indicated, these Articles only restate and integrate and do not further amend the provisions of the corporation's Articles of Incorporation. These Articles omit matters of purely historical interest.

ARTICLE I [Amended]
Name and Location

Section 1. The name of this corporation shall be OCEANS WEST HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, and the principal office shall be at 2990 South Atlantic Avenue, Daytona Beach Shores, Florida.

ARTICLE II [Amended]
Purposes

Section 1. The purposes for which this corporation is formed are as follows:

A. To perform all of the acts and duties as are normally performed by a homeowners association, as to the property presently or hereafter subjected to the terms of the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development, and Notice of Provisions of Oceans West Homeowners Association, Inc., (herein referred to as "Declaration of Covenants and Restrictions") and as to property which may be purchased or leased by the corporation and such acts and duties shall include, but are not limited to the following:

(1). To establish and collect assessments from the members directly, or through the various condominium or other associations of living unit owners operating condominiums or property subject to the lien rights of the Oceans West Homeowners Association, Inc., for the purposes of operating, maintaining, repairing, improving and administering said property including mortgage payments on property purchased by the corporation and rental payments on property leased by the corporation, and each member's interest in that property and to collect and enforce liens for assessments and all other liens, by suit if necessary.

(2). To provide from the proceeds of the assessments and any other income for the operations, administration, maintenance, repair, improvements, replacements, rental, taxes, mortgage payments, of the golf course and other recreational amenities and other facilities constructed in the common areas, and property owned or leased by the corporation, if any. To provide insurance and utilities for said property, as authorized or directed by the board of directors.

EXHIBIT B
to
Restatement of and Fourth Amendment to
Declaration of Covenants and Restrictions
of Oceans West Planned Unit Development

B. To carry out the obligations and duties required of the corporation and to accept the benefits and privileges conferred upon it by the Declaration.

C. To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida law.

Section 2. No part of the income of this corporation shall be distributed to its members, directors or officers.

Section 3. The corporation shall a lien on all living units located on property subject to the lien rights of the Association to guarantee the payment of all charges and the performance of all covenants under the terms and conditions of these Articles of Incorporation, the By-Laws and the Declaration provided, however, that said lien shall be subordinate and inferior to any recorded institutional first mortgage.

ARTICLE III [Amended]
Qualification of Members and Manner of Their Admission

Section 1. All persons owning a vested present interest evidenced by the recordation of a proper instrument in the public records of Volusia County, Florida, in the fee title to any one of the 990 authorized living units located on property subject to the lien rights of the Association shall automatically become members upon acquisition of the ownership interest and their membership shall automatically terminate when they no longer own such interest, subject to the provisions of section 4 of this article.

Section 2. Owners of each of the 990 authorized living units shall collectively be entitled to one (1) vote for each such unit owned and shall by certificate in writing signed by all of the owners of that unit and filed with the Secretary of this corporation designate one (1) individual to cast such vote. The developer shall have one (1) vote for each of the 990 authorized living units which have not been titled out to owners other than developer whether the units be built or not.

Section 3. There shall never be more than 990 voting members at any one time and each may cast one vote, except that any unit owned by this corporation shall not be entitled to a vote.

Section 4. Until such time as 80% of the 990 authorized living units, that is a total of 792 living units, have been sold and titled out to unit owners other than the developer or at an earlier time at the election of the developer if so provided in the by-Laws, the subscribers to these Articles of Incoporation shall constitute all of the members of the corporation. Upon the resignation, death or disqualification of one or more of said members a successor or successors shall be appointed by the remaining member or members. At such time as 80% of the 990 living units have been sold and titled out to unit owners other than the developer or at an earlier time at the election of the developer the subscribers may resign and shall no longer be members unless they qualify by becoming a living unit owner as herein provided.

ARTICLE IV
Duration

Section 1. This corporation shall have perpetual existence commencing on the date of execution and acknowledgment of these articles.

ARTICLE V
Names and Residences of Subscribers

Section 1. The names and residences of the subscribers are as follows:

Name	Address
R. Don Henderson	1570 Poplar Drive Ormond Beach, Florida 32074
Edward R. Clark	4 Tenny Drive Daytona Beach, Florida 32018
Pamela C. Huggins	410 Arbor Grande Dr., Apt Q-8 South Daytona, Florida 32019

ARTICLE VI [Amended]
Management and Time of Election

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of a minimum of three (3) and not more than fifteen (15) members. The number of Directors shall be increased from three (3) to fifteen (15) as provided in Article IV, Section 1 of the By-Laws.

Section 2. Directors shall be elected by the voting members and appointed by the developer in accordance with the By-Laws at the regular annual meeting of the membership of the corporation to be held as set forth in the By-Laws.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors as set forth in the By-Laws to be held within ten days following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice President, Secretary and Treasurer and such other officers and agents as it shall deem desirable.

ARTICLE VII [Omitted]
Names of Officers

ARTICLE VIII [Omitted]
Board of Directors

ARTICLE IX
By-Laws

Section 1. The initial By-Laws of this corporation may be adopted by the subscribers hereto or their successors and may be altered, amended or rescinded by recording such modification in the public records of Volusia County, Florida, signed by all of the subscribers to these Articles of Incorporation or their successors as provided in Article III, Section 4, and if said subscribers shall no longer be qualified as members, then by the vote of a majority of the owners of living units, including the developer, as described in Article III, Section 2 of these Articles at any annual meeting or at a special meeting called for that purpose and such alteration, amendment or rescission has been approved in writing by all owners and holders of all mortgages or liens on any units.

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BOOK PAGE
VOLUS COUNTY
FLORIDA

ARTICLE X
Amendment of Articles of Incorporation

Section 1. All of the subscribers to these Articles of Incorporation or their successors as provided in Article III, Section 4, as all of the members of the corporation, may amend the Articles of Incorporation provided that at such time as said subscribers no longer qualify as members, then by the vote of a majority of the owners of living units, including the developer, as defined in Article III, Section 2 of these Articles at any annual meeting or at a special meeting called for that purpose and such amendment has been approved in writing by all owners and holders of all mortgages or liens on any units.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Amended and Restated Articles of Incorporation this 18th day of December 1985.

/s/ R. Don Henderson
President

/s/ Pamela C. Huggins
Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to administer oaths and take acknowledgments, personally appeared R. Don Henderson and Pamela C. Huggins, to me known to be the persons described in and who executed the foregoing Amendment and Restatement of Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 18th day of December, 1985.

/s/ Glenn R. Padgett
Notary Public, State of Florida at Large.
My commission expires:

BOOK 3720 PAGE 1355
VOLUSIA CO.,FL

CORRECTED

AMENDMENT
TO
ARTICLE IV, SECTION 3 OF THE BYLAWS
OF
OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

BOOK 3771 PAGE 4207
VOLUSIA CO.,FL

WHEREAS, the Declaration of the Condominium of Oceans West One, a condominium, together with exhibits thereto, was initially recorded on May 25, 1983, in Official Records Book 2453, Page 929, Public Records of Volusia County, Florida, and

WHEREAS, said Declaration has attached thereto as an exhibit the Bylaws of Oceans West One Condominium Association, Inc., and

WHEREAS, it is the desire of at least the required number of individual condominium unit owners to amend Article IV, Section 3 of the aforesaid Bylaws, and

92 JAN 17 PM 4:13
CLERK OF THE CIRCUIT COURT VOL. CO., FL.

WHEREAS, said Bylaws provide that it may be amended by recording such Amendment, which shall be evidenced by a certificate executed in the manner required by the Condominium Act.

NOW, THEREFORE, the following amendment to Article IV, Section 3, is made to read as follows:

FILED FOR RECORD
RECORD VERIFIED
124760

ARTICLE IV - BOARD OF DIRECTORS

(Sections 1 and 2 unchanged)

Section 3. Term. The terms of office of the nine members of the Board of Directors elected at the annual meeting in 1991 shall be as follows:

a. The terms of office for three members shall be one year.

b. The terms of office for three members shall be two years.

c. The terms of office for three members shall be three years.

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007217

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CLERK OF THE CIRCUIT COURT VOLUSIA CTY., FL.

BOOK PAGE
3720 1356
VOLUSIA CO. FL

At the expiration of the initial term of office of each board member, the successor will be elected to serve for a term of three years. Board members will hold office until their successors have been elected and hold their first meeting.

(Sections 4 through 13 are unchanged)

IN WITNESS WHEREOF, the Oceans West One Condominium Association, Inc., has executed the above and foregoing Amendment this 14th day of January, 1992.

BOOK 3771 PAGE 4208
VOLUSIA CO. FL

WITNESSES:

R. Michael Kennedy

Juanita Hutchison

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By Jean Kirby
Jean Kirby, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of January, 1992, by JEAN KIRBY, President of Oceans West One Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me ~~or has produced~~ xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx as ~~identification~~ and ~~did~~ (did not) take an oath.

Notary Public
Title/Rank

None
Serial Number

Juanita K. Hutchison
Notary Signature

Juanita Hutchison
Notary Name Printed

124760
007217

BOOK PAGE
3720 1350
VOLUSIA CO.,FL

This Instrument Prepared by:
R. MICHAEL KENNEDY, Esquire
Post Office Box 4319
South Daytona, Florida 32121

BOOK 3771 PAGE 4209
VOLUSIA CO.FL

CORRECTED
CERTIFICATE OF AMENDMENT

THIS IS TO CERTIFY THAT:

The following is a true copy of the Amendment to Article IV, Section 3 of the Bylaws of Oceans West One Condominium Association, Inc., which Amendment was, after due and proper notice, approved pursuant to Article X thereof, to wit:

WHEREAS, the Declaration of the Condominium of the Oceans West One, a condominium, together with exhibits thereto, was initially recorded on May 25, 1983, in Official Records Book 2253, Page 929, Public Records of Volusia County, Florida, and

WHEREAS, said Declaration has attached thereto as an exhibit the Bylaws of Oceans West One Condominium Association, Inc., and

WHEREAS, it is the desire of at least the required number of individual condominium unit owners to amend Article IV, Section 3 of the aforesaid Bylaws, and

WHEREAS, said Bylaws provide that it may be amended by recording such Amendment, which shall be evidenced by a certificate executed in the manner required by the Condominium Act.

NOW, THEREFORE, the following amendment to Article IV, Section 3, is made to read as follows:

ARTICLE IV - BOARD OF DIRECTORS

(Sections 1 and 2 unchanged)

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CLERK CIRCUIT COURT VOLUSIA CTY.FL.

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RECORD VERIFIED
124761

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CLERK OF THE CIRCUIT COURT VOLUSIA CTY.FL.

BOOK PAGE
3729 1351
VOLUSIA CO.,FL

BOOK 3771 PAGE 4210
VOLUSIA CO. FL

Section 3. Term. The terms of office of the nine members of the Board of Directors elected at the annual meeting in 1991 shall be as follows:

a. The terms of office for three members shall be one year.

b. The terms of office for three members shall be two years.

c. The terms of office for three members shall be three years.

At the expiration of the initial term of office of each board member, the successor will be elected to serve for a term of three years. Board members will hold office until their successors have been elected and hold their first meeting.

(Sections 4 through 13 are unchanged)

IN WITNESS WHEREOF, the Oceans West One Condominium Association, Inc., has executed the above and foregoing Amendment this 14th day of January, 1992.

WITNESSES:

R. Michael Kennedy

R. Michael Kennedy

Juanita Hutchison

Juanita Hutchison

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By Jean Kirby
Jean Kirby, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of January, 1992, by JEAN KIRBY, President of Oceans West One Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is

BOOK PAGE
3720 1352
VOLUSIA CO.,FL

personally known to me ~~or has produced~~ xxxxxxxxxxxxxxxxxxxxxxxxxxxx as ~~identification~~ and ~~did~~ (did not) take an oath.

Notary Public
Title/Rank

None
Serial Number

Juanita K. Hutchison
Notary Signature

Juanita K. Hutchison
Notary Name Printed

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB.26,1994
BONDED THRU GENERAL INS. UND.

BOOK 3771 PAGE 4211
VOLUSIA CO.FL

124761
007215

3887 0286
VOLUSIA CO., FL

AMENDMENT
TO
ARTICLE X OF THE BYLAWS
OF
OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium of Oceans West One, a condominium, together with exhibits thereto, was initially recorded in Official Records Book 2453, Page 929, Public Records of Volusia County, Florida, and

WHEREAS, said Declaration has attached thereto as an exhibit the Bylaws of Oceans West One Condominium Association, Inc., and

WHEREAS, it is the desire of at least the required number of individual condominium unit owners to amend Article X, Section 1 of the aforesaid Bylaws, and

WHEREAS, said Bylaws provide that they may be amended by recording such Amendment, which shall be evidenced by a certificate executed in the manner required by the Condominium Act;

NOW, THEREFORE, the following amendment to Article X, Section 1, is made to read as follows:

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RECORD VERIFIED
1912 19

93 DEC 30 PM 3:51
CLERK OF THE CIRCUIT COURT VOLUSIA CO.

ARTICLE X - AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended from time to time by resolution adopted at any duly called meeting of the unit owners, such adoption to be by the affirmative vote of two-thirds of those unit owners present, in person or by proxy, at such meeting; provided that in the event the By-Law amendment is intended only to comply with a change in Florida law, such amendment shall then only require the unanimous approval of the Board of Directors at a duly called meeting thereof and the approval of Florida legal counsel that

the amendment is in compliance with Florida law then in effect. All amendments shall be sent to all unit owners and recorded in the Public Records of Volusia County, Florida. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners or owner thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

IN WITNESS WHEREOF, Oceans West One Condominium Association, Inc., has executed the above and foregoing Amendment this 13th day of December, 1993.

WITNESSES:

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

Patricia S. Fricke

Please print name under signature:

Judy Chapman

By Loyd Shake
Loyd Shake, President

Anita R. Jenkins

Please print name under signature:

Judy Chapman

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of December, 1993, by Loyd Shake, President of Oceans West One Condominium Association, Inc., a Florida corporation. He is personally known to me or has produced _____ as identification.

Notary Public
Title or Rank

Anita L. Fricke
Notary Signature

CC 226117
Commission Number

Anita L. Fricke
Notary Name Printed

ANITA L. FRICKE
MY COMMISSION # CC 226117
EXPIRES: September 7, 1996
Bonded Thru Notary Public Underwriters

PAGE
3887 0288
VOLUSIA CO., FL

This Instrument Prepared by:
R. MICHAEL KENNEDY, Esquire
Post Office Box 4319
South Daytona, Florida 32121

CERTIFICATE OF AMENDMENT

THIS IS TO CERTIFY THAT:

The following is a true copy of the Amendment to Article X, Section 1 of the Bylaws of Oceans West One Condominium Association, Inc., which Amendment was, after due and proper notice, approved pursuant to Article X thereof, to wit:

WHEREAS, the Declaration of Condominium of Oceans West One, a condominium, together with exhibits thereto, was initially recorded in Official Records Book 2453, Page 929, Public Records of Volusia County, Florida, and

WHEREAS, said Declaration has attached thereto as an exhibit the Bylaws of Oceans West One Condominium Association, Inc., and

WHEREAS, it is the desire of at least the required number of individual condominium unit owners to amend Article X, Section 1 of the aforesaid Bylaws, and

WHEREAS, said Bylaws provide that they may be amended by recording such Amendment, which shall be evidenced by a certificate executed in the manner required by the Condominium Act;

NOW, THEREFORE, the following amendment to Article X, Section 1, is made to read as follows:

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ARTICLE X - AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended from time to time by resolution adopted at any duly called meeting of the unit owners, such adoption to be by the affirmative vote of two-thirds of those unit owners present, in person or by proxy, at such

meeting; provided that in the event the By-Law amendment is intended only to comply with a change in Florida law, such amendment shall then only require the unanimous approval of the Board of Directors at a duly called meeting thereof and the approval of Florida legal counsel that the amendment is in compliance with Florida law then in effect. All amendments shall be sent to all unit owners and recorded in the Public Records of Volusia County, Florida. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners or owner thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

IN WITNESS WHEREOF, Oceans West One Condominium Association, Inc., has executed the above and foregoing Amendment this 13th day of December, 1993.

WITNESSES:

Please print name under signature:

Please print name under signature:

OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

By: _____
Loyd Shake, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of December, 1993, by Loyd Shake, President of Oceans West One Condominium Association, Inc., a Florida corporation. He is personally known to me or has produced _____ as identification.

Notary Public
Title or Rank

Notary Signature

CC 226117
Commission Number

Anita L. Fricke
Notary Name Printed

ANITA L. FRICKE
MY COMMISSION # CC 226117
EXPIRES: September 7, 1996
Bonded Thru Notary Public Underwriters

DECLARATION OF COVENANTS AND RESTRICTIONS
OCEANS WEST PLANNED UNIT DEVELOPMENT
AND
NOTICE OF PROVISIONS OF
OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

Nov 17 4 28 PM '81

THIS DECLARATION is made this 19th day of May, 1981, by OCEANS WEST, INC., (hereinafter referred to as the "Developer").

W I T N E S S E T H :

WHEREAS, the Developer is the record owner in fee simple of certain real property located in Volusia County, Florida, more particularly described on Exhibit "A" attached hereto, and

WHEREAS, in accordance with the applicable provisions of law and local ordinances, the Developer has caused the above described real property to be re-zoned into a residential planned unit development by City of Daytona Beach Shores Ordinance 80-4 Adopted April 22, 1980. The plat of said Planned Unit Development is recorded in Map Book 38, pages 66 through 71, Public Records of Volusia County, Florida.

WHEREAS, it is the intention of the Developer to develop Oceans West as a planned unit development, and

WHEREAS, there is a need to specify and impose covenants, and to grant necessary easements for the proper use of the overall development, and to provide for the effective administration of the common areas in the overall development, and

WHEREAS, the Developer has caused to be prepared, Articles of Incorporation incorporating in Florida a non-profit corporation to be known as Oceans West Homeowners Association, Inc., formed to manage the common areas and properties, collect assessments, and generally provide for the orderly enjoyment, maintenance and administration of Oceans West Planned Unit Development.

NOW, THEREFORE, this Declaration is made to be recorded by the Developer so that from the effective date hereof, the real property described hereinabove is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the restrictions, conditions, easements, assessments, affirmative obligations and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective on the date it is recorded in the Public Records of Volusia County, Florida.

ARTICLE I

DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1. Definitions. The following words and terms when used in this Declaration and any supplemental Declaration the Articles of Incorporation and the By-Laws shall have the following meanings, unless the context shall clearly indicate therwise:

(a) "Association" shall mean the Oceans West Homeowners Association, Inc., a Florida corporation not for profit, and its successors and assigns, the membership of which will be the owners of all of the 990 "living units" authorized in Oceans West Planned Unit Development.

(b) "Developer" shall mean and refer to Oceans West, Inc., its successors and assigns. The developer shall, for the purpose of this Declaration and the Articles of Incorporation and By-Laws of the Association, be considered as the owner of all of the 990 authorized living units which have not been sold and titled out whether constructed or not.

(c) "Common Areas" shall mean those areas of land, as marked on plat of Oceans West Planned Unit Development, and including parks, playgrounds, golf course, lakes, greenbelt areas and open space, together with any improvements thereon which are conveyed to the Association and designated in the deed as "common areas". Additionally, "common areas" shall include any property or facility leased by the Association, the required streets and road rights-of-way intended to be devoted to the common use and enjoyment of the residential owner and users of the common areas, provided, however, this is subject to the rights and interests acquired or to be acquired by the City of Daytona Beach Shores in said street and road rights-of-way as hereinafter set forth. The term "common areas" shall also include any tangible personal property acquired by the Association if such property is designated as such by the Association. All common areas are to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying dwelling units on a guest or tenant basis, and visiting members of the general public (but only to the extent authorized by the Board of Directors of the Association).

(d) "Living Unit" shall mean and refer to any portion of a building situated upon the existing property and additions to existing property designed and intended for use and occupancy of the residents by a single family and susceptible to ownership in fee simple, such as a unit in a condominium and the Developer shall, for the purposes of this Declaration and the Articles of Incorporation and By-Laws of the Association, be considered as the owner of all of the 990 authorized living units which have not been sold and titled out whether constructed or not.

(e) "The Property" shall mean and refer to the plat of Oceans West Planned Unit Development.

(f) "Family" as used herein shall have the meaning set forth in the Code of Ordinances of the City of Daytona Beach Shores, Florida, Section 200.00(36)(1977).

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any living unit which is situated upon the property but, notwithstanding any applicable theory of the law of mortgages, owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 1.2. Development Tracts. Oceans West Planned Unit Development shall be developed in separate buildings or groups of buildings which shall be located or placed on each of four development tracts, lots or parcels as the Developer may

elect. For identification these will be referred to from south to north as condominium tract 1, condominium tract 2, condominium tract 3 and condominium tract 4. Each of these tracts shall be a separate condominium with its own covenants and restrictions and each shall have a director or directors on the Board of Directors of the Homeowners Association at such time and under the conditions provided in the Articles of Incorporation and By-Laws of said Homeowners Association.

ARTICLE II

RESTRICTIVE COVENANTS

Section 2.1. No living unit shall be used for any purpose except single family residential. The term "residential" is intended to prohibit any commerical use, even professional office use of any portion of any unit.

Section 2.2. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn or other similar structure or vehicle shall be used or permitted to remain on any portion of the property as a storage facility or residence, or other living quarters whether temporary or permanent, unless for use during construction only.

Section 2.3. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of ten consecutive hours.

Section 2.4. No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any portion of the property. No automobile, truck, or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any portion of the property.

Section 2.5. No livestock, poultry, or animals of any kind or size shall be raised, bred or kept on any portion of the property; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be housed in the owner's living unit and shall not be permitted to roam free on the property. The keeping of such pets may be regulated or may be prohibited by each individual condominium association.

Section 2.6. No sign of any kind shall be erected, permited to remain on or displayed to public view on or from any portion of the property unless approved by the Association.

Section 2.7. No obnoxious or offensive activity shall be conducted or permitted to exist upon any portion of the property, nor shall anything be done or permitted to exist on any portion of the property that may be or may become an annoyance or private or public nuisance.

Section 2.8. No portion of the property shall be used or maintained for dumping or discharge of rubbish, trash, garbage or other solid waste material. All portions of the property shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material. The restrictions set forth in this subsection shall not apply to those areas designated from time to time by the Developer for construction related activities.

Section 2.9. No wall or fence shall be erected, placed, altered, maintained or permitted to remain on any portion of the property unless and until the height, type and location thereof have been approved by the Association.

Section 2.10. No driveway shall be constructed, maintained, altered or permitted to exist on any portion of the property if the driveway obstructs or impedes the flow of surface drainage in the area adjacent to or in the street right-of-way or sale area adjoining or abutting the said property.

Section 2.11. The Developer for itself, its successors and assigns and for a lender which is providing the funds for the construction of improvements on the Planned Unit Development property or its designee in the event such lender or designee become the owner of such improvements by reason of foreclosure or acceptance of a deed in lieu of foreclosure, reserves the right to establish such easements as shall be necessary for the installation, construction, maintenance and repair of utility services and any transmission or distribution or communication or other like services and the Developer reserves the right to establish easements for drainage as shall be necessary in the Planned Unit Development and contiguous property. Said right shall continue as long as Developer or its successor or assigns or said lender or its designee own land or lots in the Planned Unit Development and as long as Developer's parent corporation, Bellemead Development Corporation or its subsidiary corporations own land contiguous to the Planned Unit Development and as long as said lender shall have a mortgage on said land or lots, the provisions of this paragraph may not be amended without the written consent of the Developer and the lender or its designee as aforesaid.

Section 2.12. The Developer reserves the right to dedicate or grant easements or convey land contiguous to the Planned Unit Development for street purposes and reserves the right to convey property contiguous to or in close proximity to the Planned Unit Development to the City of Port Orange, Florida, which supplies the development with potable water for the construction of a one million gallon drinking water storage facility.

Section 2.13.

A. A non-exclusive easement for ingress and egress in favor of each unit owner is hereby created over the driveways, walks and other common areas to provide each unit owner access to the public ways. No easement for ingress or egress shall be encumbered or subject in any way to be encumbered. Easements are reserved through the common areas as may be required for utility services.

B. Developer for itself, its successors and assigns and for a lender which is providing the funds for the construction of improvements on the Planned Unit Development property or its designee in the event such lender or designee become the owner of such improvements by reason of foreclosure or acceptance of a deed in lieu of foreclosure, reserves an easement over and through all of the common areas of the Planned Unit Development for sales purposes and may maintain a sales office in one or more units until all of the units of the Developer or lender or its designee as aforesaid have been sold. During such time as the Developer, its successors or assigns or lender or its designee as aforesaid are in the process of construction on any of the condominium buildings or other construction in the Planned Unit Development, the Developer, reserves for itself, its successors or assigns and lender or its designee as aforesaid, the right to prohibit

access to any portion of the common areas of the Planned Unit Development to any of the occupants of any of the buildings, and to utilize various portions of the common areas of the Planned Unit Development in connection with such construction and development. No unit owner or his guests, or invitees or lessee shall in any way interfere or hamper the Developer, its employees, successors or assigns, or lender or its designee as aforesaid, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns or lender or its designee as aforesaid own any units within the Planned Unit Development and is carrying on any business in connection therewith, including the selling, renting or leasing of such units, the unit owners, their guests or invitees or lessee shall in no way interfere with such activities or prevent access to such units by the Developer, its successors or agents or lender or its designee as aforesaid. The provisions of this section may not be amended without the written consent of Developer and the lender or its designee as aforesaid.

Section 2.14. One of the principal functions of the Association is to manage and maintain the golf facility constructed on the common areas. The use of motorized golf carts powered by gasoline engine, electric motor or other means of propulsion in which a person may ride in or upon is prohibited on said golf course or on the common property.

ARTICLE III

ASSOCIATION

Section 3.1. To effectively provide for the management and administration of the common areas in Oceans West Planned Unit Development, a non-profit corporation (known as Oceans West Homeowners Association, Inc., a non-profit Florida corporation) will be created. The Association shall operate, manage and maintain the common areas, enforce the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of the Declaration and the Articles of Incorporation and By-Laws of said Association. The Association shall have the authority on approval of its board of directors, to lease property to be used in connection with the operation of the common areas. (The Articles of Incorporation and By-Laws of the Association shall be as attached hereto as Exhibits "B" and "C", at the time of recording of Declaration).

Section 3.2. The owner of each living unit in Oceans West Planned Unit Development shall automatically become members of the Association upon his, her or their acquisition of an ownership interest in or title to any living unit. The membership of such owner shall terminate automatically at the time that such owner is divested of such ownership interest or title to such living unit, regardless of the means by which such ownership may have been divested. The Developer shall be considered as the owner of all of the 990 authorized living units which have not been sold and titled out whether constructed or not.

Section 3.3. No person, corporation or other business entity holding any lien, mortgage or other encumbrance upon any living unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquires title to a living unit either by foreclosure or by voluntary conveyance from a mortgagor, his successor or assign.

Section 3.4. In the administration, operation and management the common areas for the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to appoint committees, to make agreements necessary to carry out its

functions, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and to provide a method for their enforcement and the administration and enforcement of the aforesaid covenants and restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interest of the Association.

Section 3.5. The Association shall provide insurance, other than title insurance, upon the Association property.

(a) All policies upon the Association's property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Named insured. The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them, and shall include mortgagees who hold mortgages upon Association property whether or not the mortgagees are named.

(c) Custody of policies and payment of proceeds. All policies shall provide that payments for losses made by the insuror shall be paid to the Association, and all policies and endorsements on them shall be held by the Association.

(d) Improvements on the Association property or property leased by the Association, if required by the lease, shall be insured in an amount equal to the maximum insurable replacement value and afford protection against

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief. The bailee liability, if any, of the Association to unit owners shall be insured.

(e) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability, endorsement to cover liabilities of the unit owners as a group to a unit owner.

(f) Workmen's compensation policy to meet the requirements of law.

(g) Officer and Directors indemnification insurance as provided in the By-Laws.

(h) Fidelity Bond. Fidelity bonding of all officers and directors of the Association who control or disburse the funds of the Association in such amount as may be determined by the Board of Directors, or, in the event insurance proceeds are

payable to the Association as provided in this Declaration, then such fidelity bonding shall be increased by the amount of the insurance proceeds and maintained at such amount until such proceeds have been disbursed in the manner elsewhere stated in this instrument at which time the Board of Directors may again determine the amount.

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

(j) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

Section 3.6. As long as the Developer has rights and obligations under this Declaration, the Association shall not use its resources in opposition to the Developer's Plan of Development.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1. Creation of Lien and Personal Obligation. The Developer covenants, and each owner of each and every living unit shall by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

(a) All periodic assessments or charges, including the initial monthly assessment, and

(b) All special assessments or charges for the purposes set forth in Section 4.3. Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided.

The periodic and special assessments (together with such interest thereon and the cost of collection including reasonable attorneys' fees as hereinafter provided) shall be a charge and continuing lien on the living unit against which such assessment is made. Each such assessment (together with such interest thereon and the cost of collection including reasonable attorneys' fees) shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable. In the case of joint ownership of a living unit, each owner shall be individually, jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorneys' fees. Each such assessment shall be paid directly to the Association.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas and Properties leased by the Association and to provide services which the Association is authorized to provide including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction and maintenance of improvements, repairs, replacements, payment of the

costs of labor, services, equipment, materials, management, and other supervision necessary to carry out the authorized functions of the Association, and for the payment of rental payments on leased property, the payment of principal, interest and other charges connected with loans made by or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the common area and property at the time of conveyance to the Association as a pre-condition to use of such facilities. The Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 4.3. The initial regular monthly assessment is hereby set at the rate of $20.00 per living unit. Developer guarantees the initial assessment shall not exceed $20.00 per month per living unit until July 1, 1985 and shall be reviewed and adjusted by Developer each four years as long as the Developer retains control of the Association. The Developer agrees to relinquish control of the Association when all of the 990 authorized living units have been sold and titled out to owners other than Developer or earlier at the option of the Developer. After turnover of control has occurred, regular monthly assessments shall be determined at the annual meeting of the directors of Association and shall be in an amount sufficient to defray the expenses of the Association. The regular assessment may be increased beyond that set at the annual meeting upon approval by two-thirds (2/3) of the voting members in attendance in person or by proxy at any regular or special meeting of the Association, but only after notice of the recommendation is given to all members at least thirty (30) days prior to the date of said meeting.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.4. There is hereby created an assessment and a lien securing it in favor of Developer on each of the 990 authorized living units in the amount of $500.00 on each unit which shall be due and payable on July 1, 1986 as to living units that have been sold and titled out to individual owners as of said date, the assessment and lien on units which have not been sold and titled out to individual owners on July 1, 1986 shall be due and payable to Developer at closing of the sale of each unit. The lien shall secure reasonable attorneys' fees incident to the collection of the assessment or enforcement of the lien. The lien created by this section 4.4. is and shall be inferior and subordinate to the lien of an institutional mortgage that is a mortgage originally executed and delivered to a mortgage banking firm, a bank, savings and loan association, real estate investment trust, insurance company or to the Developer or Bellemead Development Corporation.

Section 4.5. Assessments against Developer-Owned Units. During such time as the Developer owns one (1) or more of the authorized 990 units, the assessments, attributable to the Developer's units as provided for in these Articles, shall never be more than the actual sums necessary to pay for the current operating expenses. Notwithstanding any of the foregoing provisions respecting assessments, during the period of time beginning with the date of completion of the golf facilities, the

Developer shall collect all assessments from unit owners in the basis of a Projected Estimate of Operating Budget and shall pay all expenses for the operation of the Association during such period of time, on an accrual basis (receiving pro-rata credit for prepaid expenses, deposits, etc.). Developer shall not be obligated to account for the monies collected or fees for golf membership or any surplus retained or deficit paid. After the expiration of said period all assessments and the individual unit owners' and the Developer's responsibility as to assessments shall be as is otherwise provided for herein.

Section 4.6. Nothing herein shall prohibit the owner of a living unit from leasing such living unit, if permitted by the Declaration, Restrictions and Covenants of the separate condominiums, and requiring the tenant of such living unit to reimburse the owner for the monthly assessment against said living unit. In that event, however, the lessor shall retain his right to vote, and is prohibited from transferring his vote to the tenant. On the first day of each tenancy the owner of any living unit which has been leased shall certify to the Secretary of the Association the names of all tenants who are residents of such living unit as of that date.

Section 4.7. Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at ten (10%) per cent per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien for such assessment against the living unit. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas, by abandonment of the living unit, by extended absence from the Planned Unit Development or by or for any other reason.

Section 4.8. The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's living unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.9. All revenue collected by the Association shall be segregated, held and used as the separate property of the Association and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas. Revenue collected by the Association from an owner of a living unit may be commingled with monies collected from other owners.

Section 4.10. Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his living unit. When an owner of a living unit shall cease to be a member of the Association by reason of the divestment of his ownership of said living unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

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ARTICLE V

AMENDMENT AND TERMINATION

Section 5.1. Amendment by Developer. The Developer hereby reserves the right, with the consent of all construction lenders providing funds to construct improvements on the Planned Unit Development, to amend, modify or rescind such parts of this Declaration as it deems necessary or desirable so long as it is the owner of at least 199 of the 990 living units authorized whether constructed or not and such amendment or modification does not substantially change the character, nature, or general scheme of development of Oceans West Planned Unit Development, and provided that such amendment is approved in writing by all owners of all mortgages or liens on any units. Such amendment shall be evidenced by attaching a copy of the amendment to a certificate that the amendment was duly adopted, which certificate shall be executed by the President and Secretary of the Association with the formalities required for the execution of a deed and recorded in the Public Records of Volusia County, Florida.

Section 5.2. Amendment by Association. In addition to the manner of amendment set forth in the preceding paragraph, the record owners of seventy-five (75%) per cent of the 990 authorized living units in Oceans West Planned Unit Development may amend or modify such provisions of this Declaration as they deem necessary or desirable. Such amendment shall not become effective until it is approved in writing by the owners of all mortgages or liens on any units. In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called at which a quorum was present in person (or by proxy) and that at least seventy-five (75%) per cent of those entitled to cast a vote approved the amendment. Such certificate executed with the formalities required for the execution of a deed together with the amendment adopted, shall be recorded in the Public Records of Volusia County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment.

Section 5.3. Termination. This Association may be terminated by approval in writing of all record owners of the 990 authorized living units and all record owners of mortgages on living units. Such termination shall be evidenced by a certificate of the Association executed with the formalities required for the execution of a deed by its President and its Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Volusia County, Florida.

Section 5.4. Shares of Owners After Termination. After termination of the Association, unit owners shall own the Planned Unit Development property and all assets of the Association as tenants in common equal undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners.

Section 5.5. Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

ARTICLE VI

PROPERTY RIGHTS IN COMMON PROPERTY

Section 6.1. The common areas, as hereinabove specifically described, or hereafter designated by Developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of living units lying within Oceans West Planned Unit Development as hereinabove described, for the use of such owners and the use of their immediate families, guests, lessees, invitees, and others designated by Developer as provided for in this Declaration for the playing of golf and use of the golf course operated by the Association, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners subject to the rules and regulations promulgated by the Association now in effect or which may hereafter be adopted.

Section 6.2. Maintenance and repair of the streets and road right-of-way within the common areas of Oceans West Planned Unit Development shall be the responsibility of the Developer for a period of 10 years as provided in the Development Agreement between Developer and the City of Daytona Beach Shores dated the 19th day of February, 1980. At the end of said period, responsibility shall automatically transfer to the City of Daytona Beach Shores for maintenance and repair of the designated streets as public thoroughfares of the City of Daytona Beach Shores. The Association shall execute such instruments of dedication and conveyance as shall be necessary to complete transfer to the City of Daytona Beach Shores subject to easements for the playing of golf.

Section 6.3. By accepting any instrument of conveyance or by taking possession or occupancy of any living unit in any existing unit hereafter filed in the Public Records of Volusia County, Florida by the Developer, each such person does agree to abide by and comply with all rules and regulations promulgated by the Association now in effect or which may hereafter be adopted, it being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all common areas and recreational facilities now existing or which may hereafter be designated by Developer.

Section 6.4. Developer hereby covenants, for itself, its heirs, successors and assigns that it shall transfer to the Association title to the common areas and that such transfer shall take place no later than July 1, 1985.

Section 6.5. One of the principal features of the common areas is a golf course which has been constructed by the Developer and is to be maintained by the Association. The golf course is built for the use and enjoyment of the occupants of all of the authorized 990 living units. The owners of the 990 living units shall automatically be members and shall be entitled to use of the golf facilities so long as the assessment on their unit or units due to Oceans West Homeowners Association are paid and current. Such membership and privilege to use the golf facilities shall pass to the tenant or lessee of a unit, however, upon renting or lease a unit the owner is not entitled to such privilege. The Developer reserves the right to make memberships for the use of the golf facilities available to non-owners of living units for a fee, to help defray the cost of maintaining the golf facilities, so long as the total unit owner members and non-unit owner members does not exceed 990. As the number of living units in Oceans West Planned Unit Development completed, sold or occupied increases, the number of non-owner memberships will be decreased. When control of the Association is turned over to unit owners other than the Developer, the memberships for the use of the golf facilities will be limited solely to Oceans West Planned Unit Development unit owners or residents.

ARTICLE VII

COVENANTS AGAINST PARTITION
AND
SEPARATE TRANSFER OR MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any living unit within Oceans West Planned Unit Development hereinafter recorded in the Public Records of Volusia County, Florida, by the Developer, is dependent upon the use and enjoyment of the common areas and the improvements made thereto, and that it is in the interests of all of the owners that the membership in the common areas be retained by the owners of living units, it is therefore declared that the membership rights of any owner in the common area shall remain undivided, and such owners shall have no right at law or equity to seek partition or severance of such membership rights in the common areas. In addition, there shall exist no right to transfer the membership rights in the common areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease of a living unit in Oceans West Planned Unit Development and any future unit of Oceans West Planned Unit Development hereinafter recorded in the Public Records of Volusia County, Florida, by the Developer, provided, however, that nothing herein shall preclude a conveyance by the Developer herein of any undivided interest in the common areas to the owners of living units within the Planned Unit Development for the purpose of effectuating the intent of this Declaration and nothing herein shall preclude the Developer from granting non-unit owner memberships in the golf facilities as provided in Section 6.5 of this Declaration. Any conveyance or transfer of a living unit in Oceans West Planned Unit Development shall include the membership rights in the common areas appurtenant to such unit whether or not such membership rights shall have been described or referred to in the deed by which said unit is conveyed.

ARTICLE VII

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the owner of each living unit and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors, and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of 30 years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten year periods, unless an instrument, signed by seventy-five (75%) per cent of the then record owners of the living units in Oceans West Planned Unit Development is recorded within 30 days following the last day of said 30 year period or 30 days following the last day of any successive 10 year period, containing an agreement of the said owners with respect to the alteration, change, modification or repeal, in whole or in part, of the provisions of this Declaration.

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

Signed, sealed and delivered
in the presence of:

Norma L. Watson

OCEANS WEST, INC.

By: _____
John Collins, Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John Collins, well known to me to be the Vice President of the corporation named as Oceans West, Inc. in the foregoing Declaration of Covenants and Restrictions, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 19th day of May, 1981.

Norma L. Watson
Notary Public, State of Florida at Large.
My commission expires:

Notary Public, State of Florida
My Commission Expires Jan. 7, 1985
Bonded Thru Troy Fain - Insurance, Inc.

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BOOK PAGE

131.

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

Legal Description of Land

Part of Blocks 'E' and 'F', and part of vacated Lantana Street, McElroy's Belleview Subdivision as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida and being more particularly described as follows:

BEGINNING at a point 1,111 ft. more or less west and 25 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the easterly line of South Peninsula Drive, an 80-ft. street as presently established, run thence N 21°48' W along said easterly line a distance of 348.01 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left having a radius of 2911.79 ft. and a central angle of 5°34', an arc distance of 282.90 ft. to the point of tangency thereof; thence continue along said easterly line of South Peninsula Drive N 27°22' W a distance of 2348.11 ft. to the north line of McElroy's Belleview; thence N 89°33'11" E along said north line a distance of 614.99 ft.; thence S 27°22' E, and parallel to the last call of South Peninsula Drive, a distance of 177.58 ft.; thence S 83°47'30" E, a distance of 60.01 ft.; thence S 27°22' E, and parallel to the last call of South Peninsula Drive, a distance of 591.15 ft. to the point of curvature of a curve concave northeasterly; thence along said curve to the left having a radius of 100 ft. and a central angle of 42°04'46", an arc distance of 73.44 ft. to the point of tangency thereof; thence S 69°26'46" E a distance of 18.50 ft. to the point of curvature of a curve concave southwesterly; thence along said curve to the right having a radius of 150 ft. and a central angle of 45°00', an arc distance of 117.81 ft. to the point of tangency thereof; thence S 24°26'46" E a distance of 361.45 ft. to the point of curvature of a curve concave northeasterly; thence along said curve to the left having a radius of 100 ft. and a central angle of 45°00', an arc distance of 78.54 ft. to the point of tangency thereof; thence S 69°26'46" E a distance of 51.45 ft. to the point of curvature of a curve concave southwesterly; thence along said curve to the right having a radius of 150 ft. and a central angle of 45°00'00", an arc distance of 117.81 ft. to the point of tangency thereof; thence S 24°26'46" E a distance of 32.87 ft.; thence S 65°33'14" W a distance of 293.00 ft.; thence S 24°26'46" E a distance of 650 ft.; thence N 65°33'14" E a distance of 86.67 ft.; thence S 24°26'46" E a distance of 460 ft. to the north line of a public park; thence along the northerly line of said public park the following courses and distances: S 65°31'29" W, 400.00 ft.; S 20°58'46" E, 86.87 ft.; N 89°20'03" W, 146.40 ft. to the POINT OF BEGINNING, containing 37.01 acres more or less; together with an easement for road right-of-way purposes over and across the following parcels more particularly described as follows:

Roadway Easement No. 1: Part of Blocks 'E' and 'F' and part of vacated Lantana Street, McElroy's Belleview Subdivision as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows:

EXHIBIT A
to
Declaration of Covenants and Restrictions
Oceans West Planned Unit Development

From a point of reference, being 1,111 ft. more or less west and 25 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the easterly line of South Peninsula Drive, an 80 ft. street as presently established, run thence S 89°20'03" E, along the northerly line of a public park, a distance of 146.40 ft.; thence N 20°58'46" W and along the westerly line of said public park a distance of 86.87 ft.; thence N 65°31'29" E and along the northerly line of said public park a distance of 400.00 ft.; thence N 24°26'46" W a distance of 410.00 ft. to the POINT OF BEGINNING; thence continue N 24°26'46" W a distance of 50.00 ft.; thence N 65°33'14" E a distance of 131.33 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left, having a radius of 25.00 ft. and a central angle of 90°00'00", an arc distance of 39.27 ft. to the point of tangency thereof; thence N 24°26'46" W a distance of 625.00 ft.; thence N 65°33'14" E a distance of 50.00 ft.; thence S 24°26'46" E a distance of 212.76 ft. to a point on the westerly projected northerly line of Lantana Street; thence N 65°33'14" E and along said northerly line a distance of 125.00 ft. to the northwesterly corner of Lantana Street; thence S 24°26'46" E along the westerly line of Lantana Street a distance of 80.00 ft.; thence S 65°33'14" W and parallel to the northerly line of Lantana Street a distance of 125.00 ft.; thence S 24°26'46" E a distance of 332.24 ft. to the point of curvature of a curve concave westerly; thence along said curve to the right, having a radius of 75.00 ft. and a central angle of 90°00'00", an arc distance of 107.63 ft. to the point of tangency thereof; thence S 65°33'14" W a distance of 131.33 ft. to the POINT OF BEGINNING.

Roadway Easement No. 2: Part of Blocks 'D' and 'E', McElroy's Belleview Subdivision, as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, more particularly described as follows:

From a point of reference, being the intersection of the westerly line of South Atlantic Avenue, an 80 ft. right-of-way, with the southerly line of Lantana Street, a 50 ft. right-of-way, both as shown on said plat of McElroy's Belleview, run thence westerly along said southerly line a distance of 300.00 ft. to a point; thence N 24°26'46" W, a distance of 295.63 ft. to the point of curvature of a curve concave southwesterly; thence northwesterly along said curve to the left, having a radius of 150.00 ft. and a central angle of 45°00'00"; an arc distance of 117.81 ft. to the point of tangency thereof; thence N 69°26'46" W, a distance of 51.45 ft. to the point of curvature of a curve concave northeasterly; thence northwesterly along said curve to the right, having a radius of 100.00 ft. and a central angle of 45°00'00", an arc distance of 78.54 ft. to the point of tangency thereof; thence N 24°26'46" W, a distance of 361.45 ft. to the point of curvature of a curve concave southwesterly; thence northwesterly along said curve to the left, having a radius of 150.00 ft. and a central angle of 45°00'00", an arc distance of 117.81 ft. to the point of tangency thereof; thence N 69°26'46" W, a distance of 18.50 ft. to the point of curvature of a curve concave northeasterly; thence northwesterly along said curve to the right, having a radius of 100.00 ft. and a central angle of 42°04'46", an arc distance of 73.44 ft. to the point of tangency thereof; thence N 27°22'00" W, a distance of 306.66 ft. to the point of curvature of a curve concave southeasterly and the POINT OF BEGINNING; thence northerly along said curve to the right, having a radius of 75.00 ft. and a central angle of 116°55'11", an arc distance of 153.05 ft. to the point of tangency thereof; thence N 89°33'11" E, a distance of 284.15 ft., forming

ne southerly line of a 70 ft. street, to the point of curvature of a curve concave northerly; thence easterly along said curve to the left, having a radius of 135.00 ft. and a central angle of 35°07'14", an arc distance of 82.75 ft. to a point of reverse curvature; thence to the right and along said reversed curve, having a radius of 25.00 ft. and a central angle of 87°22'22", an arc distance of 38.12 ft. to a point of tangency with the westerly line of South Atlantic Avenue, an 80 ft. street as presently established, said westerly line being a curve concave westerly; thence northerly along said westerly curved line, having a radius of 1287.71 ft., a central angle of 05°32'55", and a chord of 124.65 ft., bearing N 40°58'08" W to a point of tangency with a curve concave northwesterly; thence southerly and to the right along said curve, having a radius of 25.00 ft., a central angle of 114°53'36", a chord bearing S 13°42'12" W, for an arc distance of 50.13 ft. to a point of compound curvature; thence to the right along said compounded curve concave northerly, having a radius of 65.00 ft., a central angle of 18°24'11", for an arc distance of 20.88 ft. to the point of tangency thereof; thence S 89°33'11" W, forming the northerly line of aforementioned 70 ft. street, a distance of 294.31 ft. to the point of curvature of a curve concave southerly; thence westerly and to the left along said curve, having a radius of 125.00 ft., a central angle of 63°47'22", for an arc distance of 139.17 ft.; thence S 27°22'00" E a distance of 122.44 ft. to the POINT OF BEGINNING.

045113

AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OCEANS WEST PLANNED UNIT DEVELOPMENT
AND
NOTICE OF PROVISIONS OF
OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

MAY 25 4 13 PM '83

THIS AMENDMENT TO DECLARATION is made this 18th day of May, 1983, by Oceans West, Inc., (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer caused the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., to be recorded on November 17, 1981, in Official Records Book 2312, Pages 461 through 506, Public Records of Volusia County, Florida, and

WHEREAS, during the course of development of the property it became desirable and in the best interest of the development to move and relocate a portion of Oceans West Boulevard located outside of but serving as an access road from and to the development, and

WHEREAS, the Plat of Oceans West Planned Unit Development is recorded in Map Book 38, Pages 66 through 71, Public Records of Volusia County, Florida, and

WHEREAS, in accordance with the applicable provisions of law and local ordinance, the Developer has caused an Amended Plat of Oceans West Planned Development to be prepared showing the relocation of the access road, which Amended Plat is recorded in Map Book 39 , Pages 6 through 11 , Public Records of Volusia County, Florida, and

WHEREAS, Article V, Section 5.1 of said Declaration provides "The Developer hereby reserves the right, with the consent of all construction lenders providing funds to construct improvements on the Planned Unit Development, to amend, modify or rescind such parts of this Declaration as it deems necessary or desirable so long as it is the owner of at least 199 of the 990 living units authorized....", and

WHEREAS, Developer is at this time the owner of all of the 990 living units authorized, and

WHEREAS, Bankers Trust Company is the only construction lender providing funds to construct improvements on the Planned Unit Development.

NOW, THEREFORE, the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., dated May 19, 1981, and recorded on November 17, 1981, in Official Records Book 2312, Pages 461 through 506, Public Records of Volusia County, Florida, is amended by adding to Article I of said Declaration a new subsection, as follows:

Section 1.3. Plat of Development.

The Developer has caused the plat of said development to be recorded in Map Book 38, pages 66 through 71, Public Records of Volusia County, Florida, and has caused the Amended Plat of Oceans West Planned Unit Development to be recorded in Map Book 39 , pages 6 through 11 , Public Records of Volusia Cuunty, Florida. Said Amended Plat showing the relocation of a portion of Oceans West Boulevard located outside of but serving as an access and from and to the development. A copy of said Amended Plat is attached hereto as Exhibit D.

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

Signed, sealed and delivered
in the presence of:

OCEANS WEST, INC.

By: _____
John Collins, Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN COLLINS, well known to me to be the Vice President of the corporation named as Oceans West, Inc., in the foregoing Amendment to Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 18th day of May, 1983.

Notary Public, State of Florida at Large.
My commission expires: Notary Public, State of Florida at Large
My Commission Expires Dec. 2, 1983
Bonded By American Fire & Casualty Company

CONSENT OF MORTGAGEE

Bankers Trust Company, a New York banking corporation, the owner and holder of a mortgage encumbering Condominium Tract One of Oceans West Planned Unit Development, as per map in Map Book 38, Pages 66 through 71, Public Records of Volusia County, Florida, hereby consents to and joins in the above and foregoing Amendment to Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by Bankers Trust Company or the priority of the lien created thereby and the sole purpose of this joinder is to acknowledge the consent of said Mortgagee to the said Amendment to Declaration as above provided.

Executed this 23rd day of May, 1983.

Signed, sealed and delivered
in the presence of:

Barbara G. Dietz

[illegible]

BANKERS TRUST COMPANY

By: [signature] Its President

Attest: [signature] Its [illegible]

(Corporate Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing Consent of Mortgagee was acknowledged before me by Jack [illegible] and [illegible], being the [illegible] and [illegible], respectively, of Bankers Trust Company and on behalf of said corporation.

This 23rd day of May, 1983.

[signature]
Notary Public
My commission expires:

(Notary Seal)

RHODA A. LONDON
Notary Public, State of New York
No. 31-4672498
Qualified in New York County
Commission Expires March 30, 19...

AMENDMENT TO DECLARATION, ETC.

OCEANS WEST

A PLANNED UNIT DEVELOPMENT

Amended Plat

DAYTONA BEACH SHORES, FLORIDA

Section 27, Township 15 South, Range 33 East, Volusia County, Florida

A Resubdivision of McElroy's Belleview and Lantana Subdivision

MAP BOOK 39 PAGE 6

BOOK 2453 PAGE 0323

Part of Blocks 'E' and 'F' and part of vacated Lantana Street, McElroy's Belleview Subdivision, as recorded in Map Book H, Page 38, Public Records of Volusia County, Florida, and being more particularly described as follows:

Beginning at a point 1.11 ft. more or less east and 79 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the westerly line of South Peninsula Drive, presently established, run thence North 27° 22' 00" West along said westerly line a distance of 348.01 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left having a radius of 190 ft. and a central angle of 78° 54' 30", an arc distance of 262.00 ft. to the point of tangency thereof; thence continue along said westerly line of South Peninsula Drive, North 51° 27' 30" West a distance of 591.16 ft. to the point of curvature of a curve concave northeasterly; thence along said curve to the right, having a radius of 150 ft. and a central angle of 49° 00' 00", an arc distance of 128.31 ft. to the point of tangency thereof; thence North 02° 27' 30" West a distance of 100.00 ft.; thence North 87° 32' 30" East a distance of 50.00 ft.; thence South 02° 27' 30" East, parallel to the said westerly line of South Peninsula Drive, a distance of 591.16 ft. to the point of curvature of a curve concave northeasterly; thence along said curve to the left, having a radius of 100 ft. and a central angle of 78° 54' 30", an arc distance of 137.80 ft. to the point of tangency thereof; thence South 51° 27' 00" East, a distance of 459.30 ft. to the point of curvature of a curve concave southwesterly; thence along said curve to the right, having a radius of 100 ft. and a central angle of 49° 00' 00", an arc distance of 85.54 ft. to the point of tangency thereof; thence South 02° 27' 00" East, parallel to the said westerly line of South Peninsula Drive, a distance of 1,191.16 ft. to the point of curvature of a curve concave northeasterly; thence along said curve to the left, having a radius of 100 ft. and a central angle of 89° 00' 00", an arc distance of 155.34 ft. to the point of tangency thereof; thence South 86° 33' 00" East a distance of 1,045.45 ft. to the point of curvature of a curve concave northwesterly; thence along said curve to the right, having a radius of 150 ft. and a central angle of 49° 00' 00", an arc distance of 128.31 ft. to the point of tangency thereof; thence South 37° 33' 00" East a distance of 220.00 ft.; thence North 52° 27' 00" East a distance of 1,320.00 ft. to the north line of a public park; thence along the northerly line of said public park the following courses and distances: South 89° 27' 30" West, 450.00 ft.; South 00° 32' 30" East, 80.00 ft.; North 89° 27' 30" West, 464.40 ft. to the Point of Beginning, containing 9.101 acres, more or less, together with a Roadway Easement as described on Sheet 2.

CONDOMINIUM TRACT ONE

Part of Blocks 'E' and 'F' and part of vacated Lantana Street, McElroy's Belleview Subdivision, as recorded in Map Book H, Page 38, Public Records of Volusia County, Florida, and being more particularly described as follows:

From a point of reference, being a point 1.11 ft. more or less east and 79 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the westerly line of South Peninsula Drive, run 261.9 ft. more or less to the intersection of the centerline of Beach Street, as presently established, run thence North 27° 22' 00" West, along said westerly line, a distance of 348.01 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left having a radius of 190 ft. and a central angle of 78° 54' 30", an arc distance of 262.00 ft. to the point of tangency thereof; thence continue along said westerly line of South Peninsula Drive, North 51° 27' 30" West a distance of 591.16 ft. to a point; thence departing said westerly line, run North 38° 32' 30" East, 50.00 ft. to a point; thence North 51° 27' 30" West, 345.17 ft. to a point; thence North 20° 08' 08" West, 78.17 ft. to a point; thence North 69° 51' 52" East, 49.80 ft. to a point; thence North 20° 08' 08" West, 334.97 ft. to a point; thence South 69° 51' 52" West, 3.00 ft. to a point; thence North 20° 08' 08" West, 79.17 ft. to a point; thence North 69° 51' 52" East, 49.80 ft. to a point; thence North 20° 08' 08" West, 334.97 ft. to a point; thence South 69° 51' 52" West, 3.00 ft. to a point; thence North 20° 08' 08" West, 46.17 ft. to the Point of Beginning; containing 0.45 acres, more or less.

CONDOMINIUM TRACT TWO

Part of Blocks 'E' and 'F' and part of vacated Lantana Street, McElroy's Belleview Subdivision, as recorded in Map Book H, Page 38, Public Records of Volusia County, Florida, and being more particularly described as follows:

From a point of reference, being a point 1.11 ft. more or less east and 79 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the westerly line of South Peninsula Drive, run 261.9 ft. more or less to the intersection of the centerline of Beach Street, as presently established, run thence North 27° 22' 00" West, along said westerly line, a distance of 348.01 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left having a radius of 190 ft. and a central angle of 78° 54' 30", an arc distance of 262.00 ft. to the point of tangency thereof; thence continue along said westerly line of South Peninsula Drive, North 51° 27' 30" West a distance of 591.16 ft. to a point; thence departing said westerly line, run North 38° 32' 30" East, 50.00 ft. to a point; thence North 51° 27' 30" West, 345.17 ft. to a point; thence North 20° 08' 08" West, 78.17 ft. to a point; thence North 69° 51' 52" East, 49.80 ft. to a point; thence North 20° 08' 08" West, 334.97 ft. to a point; thence South 69° 51' 52" West, 3.00 ft. to a point; thence North 20° 08' 08" West, 79.17 ft. to a point; thence North 69° 51' 52" East, 49.80 ft. to a point; thence North 20° 08' 08" West, 334.97 ft. to a point; thence South 69° 51' 52" West, 3.00 ft. to a point; thence North 20° 08' 08" West, 46.17 ft. to the Point of Beginning; containing 0.45 acres, more or less.

CONDOMINIUM TRACT THREE

Part of Block 'E', McElroy's Belleview Subdivision, as recorded in Map Book H, Page 38, Public Records of Volusia County, Florida, and being more particularly described as follows:

From a point of reference, being a point 1.11 ft. more or less east and 79 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the westerly line of South Peninsula Drive, run 261.9 ft. more or less to the intersection of the centerline of Beach Street, as presently established, run thence North 27° 22' 00" West along said westerly line, a distance of 348.01 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left having a radius of 190 ft. and a central angle of 78° 54' 30", an arc distance of 262.00 ft. to the point of tangency thereof; thence continue along said westerly line of South Peninsula Drive, North 51° 27' 30" West a distance of 591.16 ft. to a point, thence departing said westerly line, run North 38° 32' 30" East, 50.00 ft. to the Point of Beginning; thence continue North 38° 32' 30" East, 345.00 ft. to a point; thence North 51° 27' 30" West, 345.17 ft. to a point; thence North 20° 08' 08" West, 78.17 ft. to a point; thence North 69° 51' 52" East, 49.80 ft. to a point; thence North 20° 08' 08" West, 334.97 ft. to a point; thence South 69° 51' 52" West, 3.00 ft. to a point; thence North 20° 08' 08" West, 79.17 ft. to a point; thence North 69° 51' 52" East, 49.80 ft. to a point; thence North 20° 08' 08" West, 334.97 ft. to a point; thence South 69° 51' 52" West, 3.00 ft. to a point; thence North 20° 08' 08" West, 46.17 ft. to the Point of Beginning; containing 3.22 acres, more or less.

CONDOMINIUM TRACT FOUR

Part of Block 'E', McElroy's Belleview Subdivision, as recorded in Map Book H, Page 38, Public Records of Volusia County, Florida, and being more particularly described as follows:

From a point of reference, being a point 1.11 ft. more or less east and 79 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the westerly line of South Peninsula Drive, run 261.9 ft. more or less to the intersection of the centerline of Beach Street, as presently established, run thence North 27° 22' 00" West along said westerly line, a distance of 348.01 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left having a radius of 190 ft. and a central angle of 78° 54' 30", an arc distance of 262.00 ft. to the point of tangency thereof; thence continue along said westerly line of South Peninsula Drive, North 51° 27' 30" West a distance of 1053.49 ft. to a point; thence departing said westerly line, run North 38° 32' 30" East, 415.15 ft. to the Point of Beginning; thence continue North 69° 51' 52" East, 49.17 ft. to a point; thence North 20° 08' 08" West, 79.17 ft. to a point; thence North 69° 51' 52" East, 49.80 ft. to a point; thence North 20° 08' 08" West, 334.97 ft. to a point; thence South 69° 51' 52" West, 3.00 ft. to a point; thence North 20° 08' 08" West, 79.17 ft. to a point; thence North 69° 51' 52" East, 49.80 ft. to a point; thence North 20° 08' 08" West, 334.97 ft. to a point; thence South 69° 51' 52" West, 3.00 ft. to a point; thence North 20° 08' 08" West, 46.17 ft. to the Point of Beginning; containing 0.45 acres, more or less.

DEDICATION

Know all men by these presents that Oceans West, Ltd., a limited partnership under the laws of the State of Florida, owner of the lands described in the caption hereof, has caused same to be surveyed and platted as shown hereon, which shall hereafter be known as OCEANS WEST, A PLANNED UNIT DEVELOPMENT, situated in the County of Volusia, State of Florida, hereby dedicates said lands to the use and purposes therein and hereunto set forth and dedicates all streets and roads to the dedicated use thereof. The Junction and Northern Railway Company, a corporation of the State of Florida, hereby joins in the dedication of Boulevard and Streets as shown hereon, for the uses and purposes therein set forth.

In witness whereof, we have hereunto set our hands and seals this 12th day of May, A.D. 1969.

OCEANS WEST, LTD.

Edward F. Murphy, Trustee

Signed, sealed and delivered in the presence of:

Ilene F. Murphy

Sandra C. Huggins

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me personally appeared before me this 12th day of May, A.D. 1969, by deed, Edward F. Murphy, Trustee of Oceans West, Ltd., a limited partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Edward F. Murphy

Notary Public, State of Florida at Large

My Commission Expires: March 3, 1972

CERTIFICATE OF CLERK

I hereby certify that I have examined the foregoing plat and find that it complies in form with all requirements of Chapter 177, Florida Statutes, and was filed for record on 5/26/69 at 11:04 A.M., and was duly recorded in Map Book 39, Page 6, Public Records of Volusia County, Florida.

5/26/69 Dland, FL

S/ Ted V. Sawyer, D.C.

Clerk of the Circuit Court within and for Volusia County, Florida

CERTIFICATE OF SURVEYOR

Know all men by these presents, that the undersigned, being a licensed and registered land surveyor, does hereby certify that on 2 May, 1969, the survey of the relocated of Oceans West Boulevard as shown on sheets 2, 3, and 4 of the attached plat, was completed and was made under my responsible direction and supervision, that said plat is a true and correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes, and that said land is located in the City of Daytona Beach Shores, Florida.

Dated 6 May, 1969

L. Wm. Hill, P.E.L.S. No. 2260

HILL, INC.
Engineers and Surveyors
Ormond Beach, Florida

APPROVALS

Accepted and approved by the City of Daytona Beach Shores, Florida, on this 12th day of May, A.D. 1969.

City Clerk Robert Malnar

City Manager Robert Malnar

Approved by the Planning Board of the City of Daytona Beach Shores, Florida, on this 5th day of May, A.D. 1969.

Chairman Arthur S. Cameron

I hereby certify to the approval of the boundary survey and plat of the instrument (Platted) shown hereon.

Date: 6 May 1969

W. C. Dunn
FLS No. 2726

A PLANNED UNIT D[illegible]LOPMENT

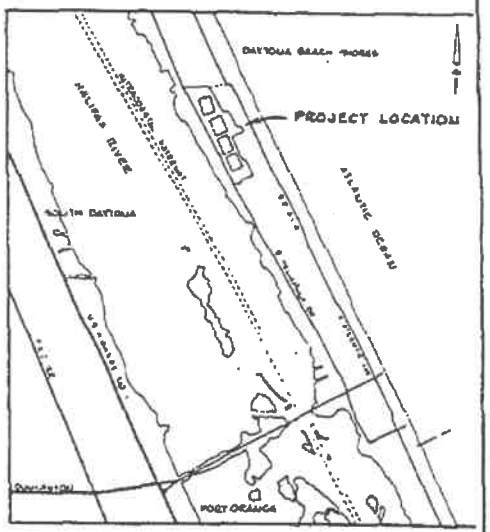
Amended Plat

Roadway Easement Description No. 1

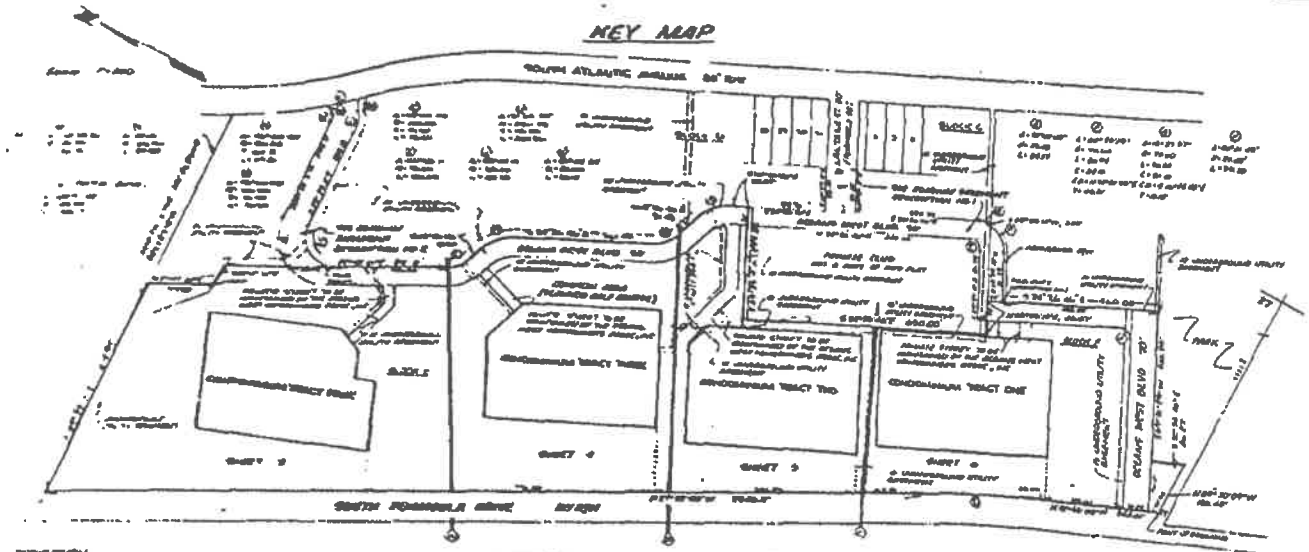
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Roadway Easement Description No. 2

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VICINITY MAP
SCALE: 1" = 2000'


KEY MAP
SOUTH ATLANTIC AVENUE
SOUTH PENINSULA DRIVE
OCEANSIDE TRACT ONE
OCEANSIDE TRACT TWO
OCEANSIDE TRACT THREE
OCEANSIDE TRACT FIVE
OCEANSIDE VILLAS
OCEANSIDE CLUB
OCEANSIDE GOLF COURSE
OCEANSIDE PARK
OCEANSIDE PARK
OCEANSIDE PARK

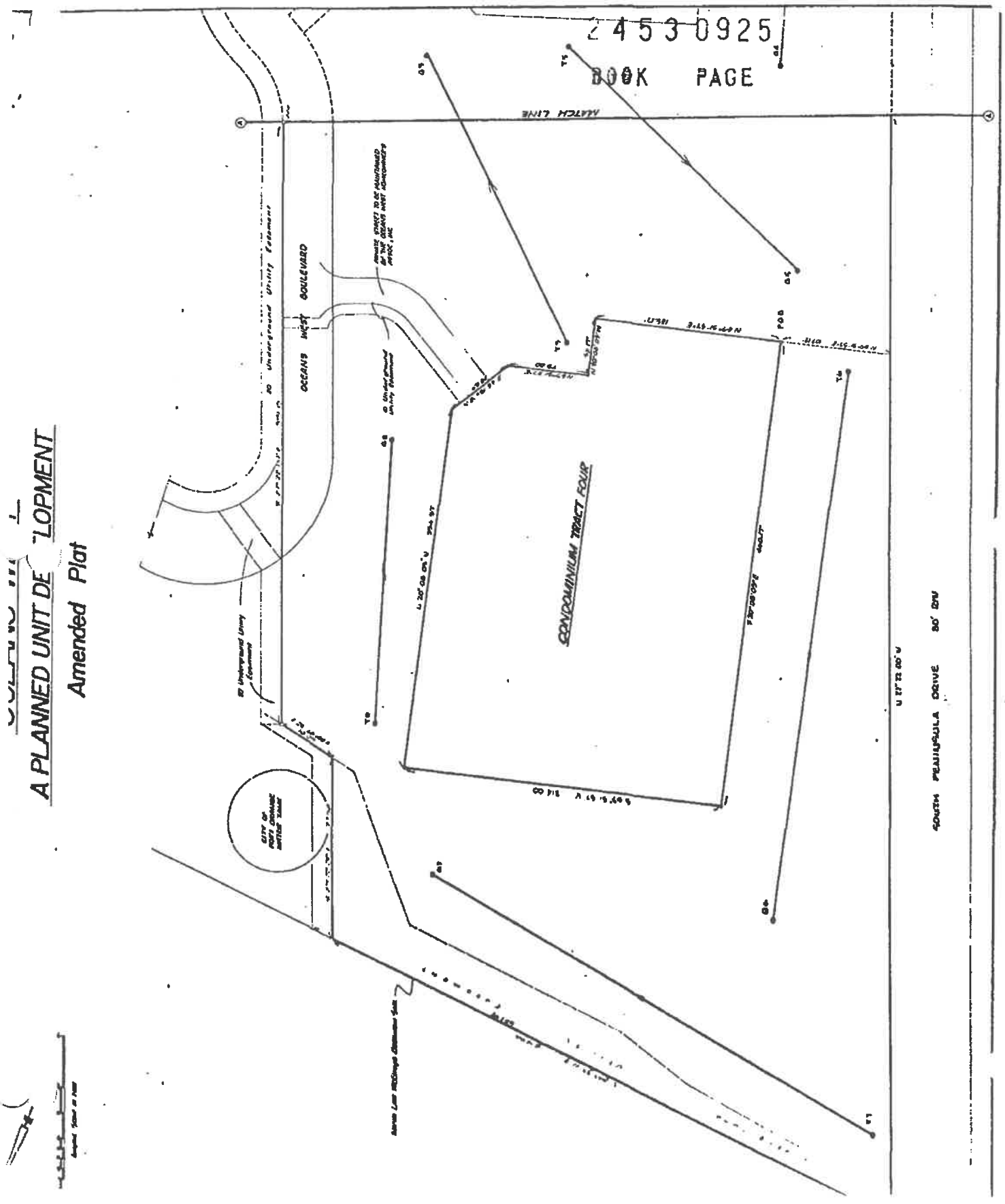
168.

2453 0925

BOOK PAGE

A PLANNED UNIT DE LOPMENT

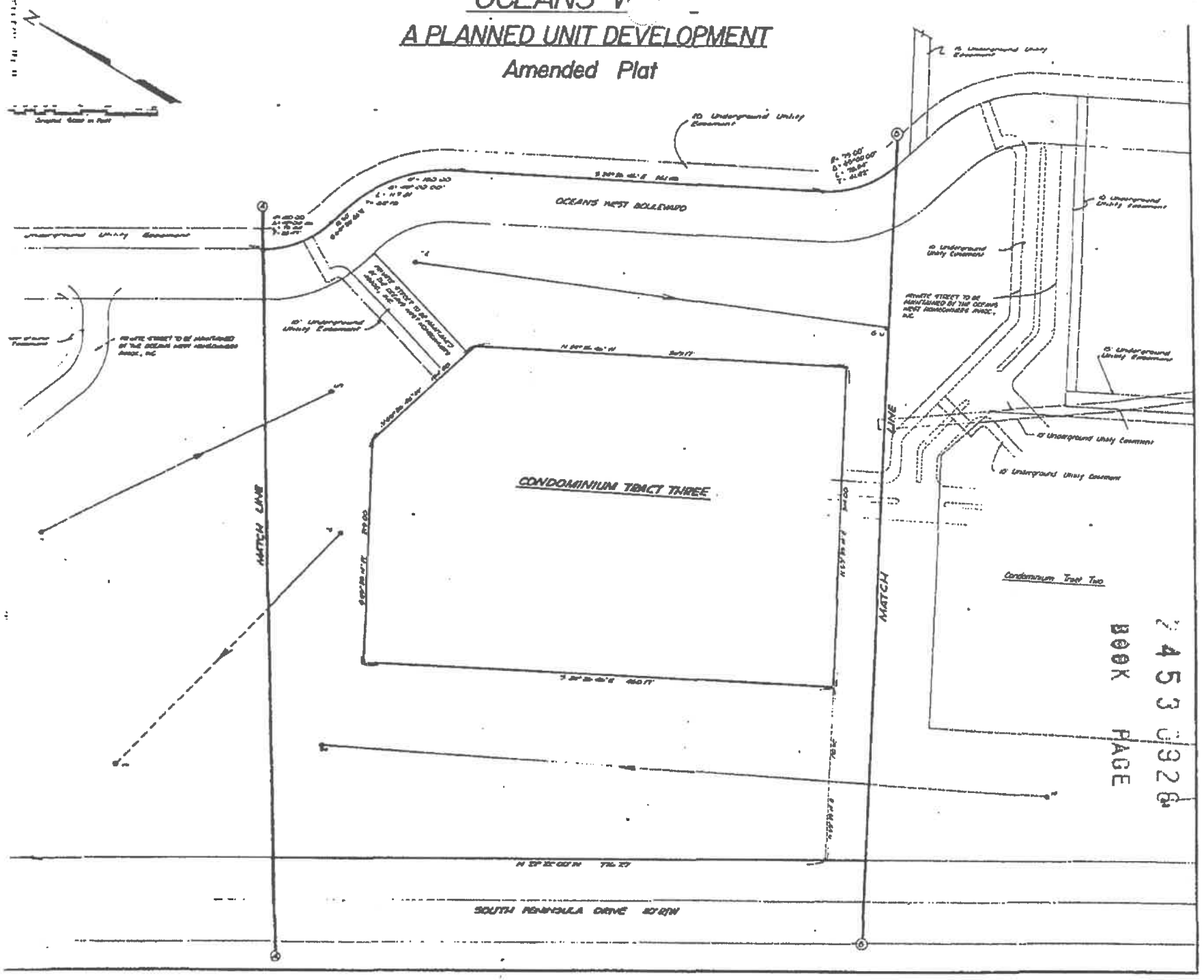
Amended Plat



OCEANS W[illegible]T

A PLANNED UNIT DEVELOPMENT

Amended Plat



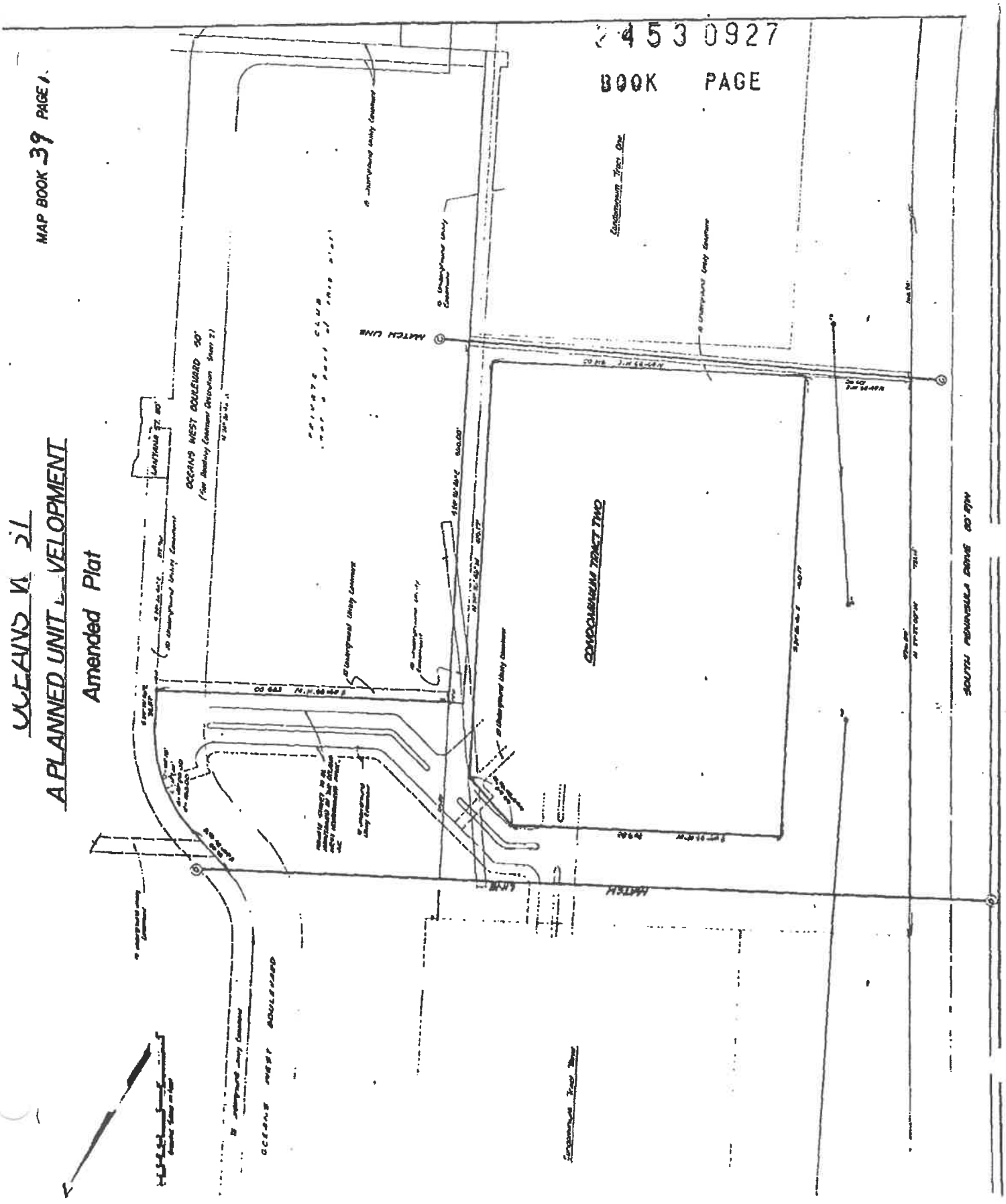
MK. BOOK 91 PAGE

169.

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BOOK PAGE

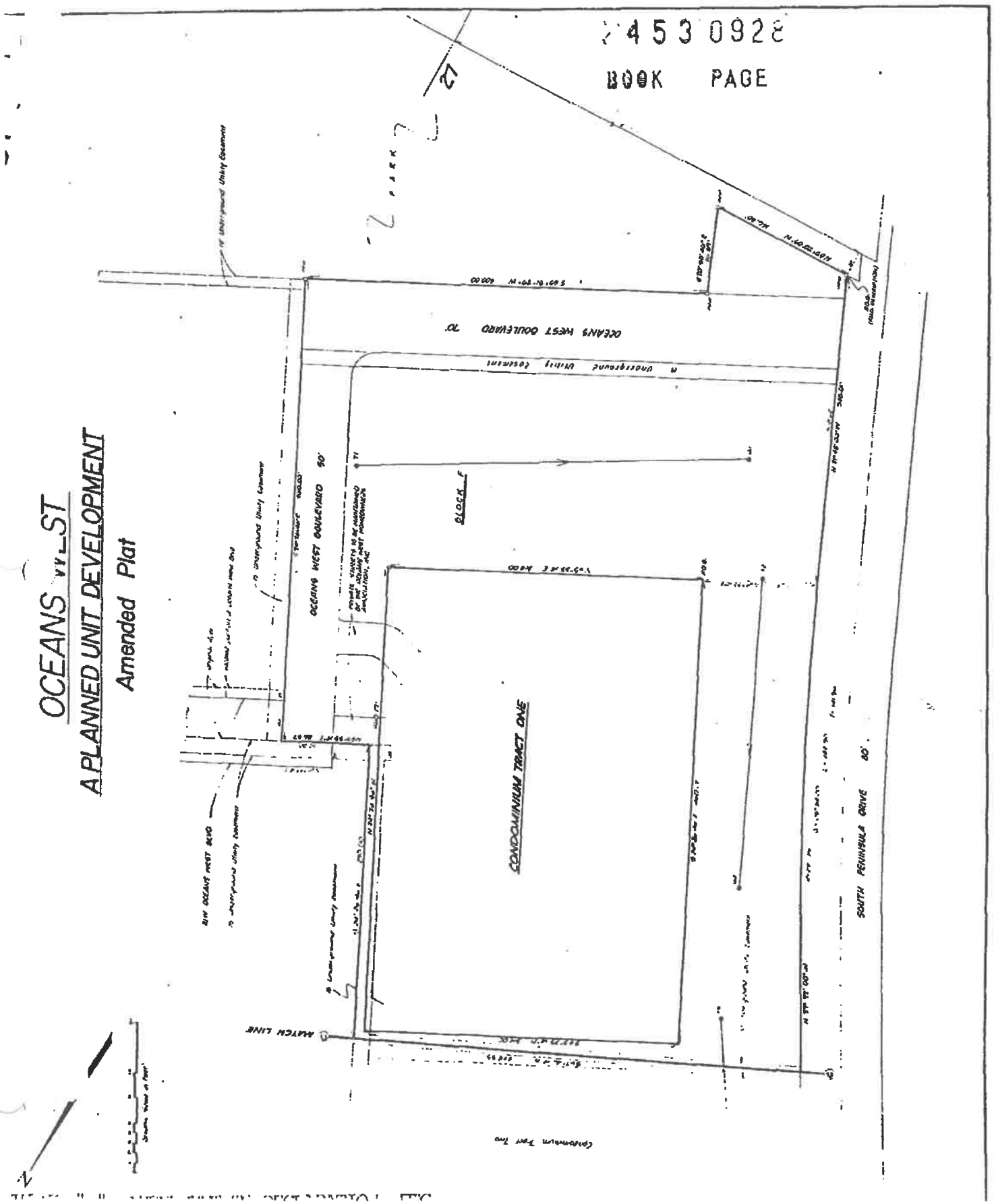
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BOOK PAGE
MAP BOOK 39 PAGE 1.
OCEANS WEST
A PLANNED UNIT DEVELOPMENT
Amended Plat
CONDOMINIUM TRACT TWO
OCEANS WEST BOULEVARD
MATCH LINE

171.

2453 092

BOOK PAGE



2467 1553

172. BOOK PAGE 172.

060992

This Instrument Prepared By:
Roy E. Kinsey
Kinsey, Pyle, Williams & Tumbleson, P.A.
42 South Peninsula Drive
Daytona Beach, Florida 32018-4497

JUL 11 1 54 PM '83

RECORD VERIFIED
CLERK OF CIRCUIT CT.
VOLUSIA COUNTY, FLA

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OCEANS WEST PLANNED UNIT DEVELOPMENT
AND
NOTICE OF PROVISIONS OF
OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION is made this 17th day of June, 1983, by Oceans West, Inc., (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer recorded the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., on November 17, 1981, in Official Records Book 2312, Pages 461 through 506, Public Records of Volusia County, Florida, and Amendment thereto on May 25, 1983, in Official Records Book 2453, Pages 920 through 928, Public Records of Volusia County, Florida, and

WHEREAS, American Savings and Loan Association of Florida, as mortgage broker for Developer, has requested that this amendment be made in order to qualify the development to be eligible to participate in the Federal National Mortgage Association programs, and

WHEREAS, Article V, Section 5.1 of said Declaration provides "The Developer hereby reserves the right, with the consent of all construction lenders providing funds to construct improvements on the Planned Unit Development, to amend, modify or rescind such parts of this Declaration as it deems necessary or desirable so long as it is the owner of at least 199 of the 990 living units authorized....", and

WHEREAS, Bankers Trust Company is the only construction lender providing funds to construct improvements on the Planned Unit Development, and,

WHEREAS, Developer is the owner of 984 of the 990 living units authorized and with the consent of Bankers Trust Company has, at this time, the authority to amend said Declaration.

NOW, THEREFORE, the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., dated May 19, 1981, and the By-Laws of Oceans West Homeowners Association,

adopted June 1, 1981, all of which were recorded on November 17, 1981, in Official Records Book 2312, Pages 461 through 506, and Amendment thereto dated May 18, 1983, and recorded on May 25, 1983, in Official Records Book 2453, Pages 920 through 928, Public Records of Volusia County, Florida, are amended as follows:

1. Article IV, Section 1 of the By-Laws (recorded in Official Records Book 2312, Page 493) is amended to read as follows:

"Section 1. Number and Qualifications. The initial Board of Directors consists of three (3) persons however, within four (4) months after 743 living units, that is seventy-five (75) percent of the 990 units have been sold and titled out to unit owners other than Developer, or twelve (12) years after the first unit has been sold and closed to a unit owner other than Developer, whichever shall first occur, the number of directors shall be automatically increased to fifteen (15) all of whom, except those directors designated by the Developer in accordance with these By-Laws, must be owners of units in the Planned Unit Development. The Association shall call a meeting of the unit owners giving not less than 30 days nor more than 40 days notice and at such time nine (9) directors, two (2) from each condominium, which is controlled by unit owners other than the Developer of the condominium and the balance of the nine (9) nominated by petition as hereinafter provided, shall be elcted by unit owners as hereinafter provided and six (6) directors shall be appointed by Developer. Two candidates for director shall be nominated by the Board of Directors of the condominium association governing the condominium or condominiums on each of the four (4) development tracts which for identification are referred to from south to north as condominium tract 1, condominium tract 2, condominium tract 3 and condominium tract 4 as provided above. The Developer shall by notice in writing designate six (6) directors who need not be unit owners. Within four (4) months after 891 living units, that is ninety (90%) percent of the 990 living units have been sold and closed to unit owners other than Developer, the Association shall call a meeting of all unit owners and at such meeting the unit owners shall elect all fifteen (15) directors, three from each condominium nominated as stated above and three at large nominated by petition signed by twenty-five (25) unit owners, that is by the person designated to cast the vote of the unit. As previously stated in these By-Laws the Developer may at an earlier date elect to have its six (6) directors resign and request a meeting for the unit owners to elect all fifteen (15) directors."

2. Article IV, Section 2 of the By-Laws (recorded in Official Records Book 2312, Page 493) is amended by eliminating the first three words, that is "After all 990" and substituting therefor "After 891".

3. Article IV, Section 4.1(b) of the Declaration (recorded in Official Records Book 2312, Page 467) is amended by adding thereto the following language:

"The personal obligation of the owner for assessments shall not pass to successors in title unless assumed by them."

4. Article IV, Section 4.3 of the Declaration (Recorded in Official Records Book 2312, Page 468) is amended by adding to the first paragraph thereof the following language:

"The regular assessment shall include an amount to fund reserve accounts for periodic maintenance, repair, replacement and improvements to the common areas and facilities. Such reserve accounts shall include, but not be limited to, roof replacement, painting and maintenance of any building and pavement re-surfacing. The amount reserved shall be computed on a formula based on the estimated life and estimated replacement cost of each reserve item. The unit owner shall at closing pay to the Association a sum equal to two months assessment to provide a working capital fund. It shall be the responsibility of the Developer to see that the contributions to working capital paid by each unit owner at the closing of the sale by Developer is paid over to the Association at the time control thereof is turned over to unit owners other than Developer."

5. The Declaration at page 13 (Recorded in Official Records Book 2312, Page 473) is amended by adding thereto Article VIII as follows:

"VIII

Covenants for Benefit of Mortgagees

Section 1. Notice to Association. An owner who mortgages a unit shall notify the Association through its Secretary of the name and address of the mortgagee and shall file with the Secretary a copy of such mortgage; and the Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice of Unpaid Assessments. The Association shall, upon the request of a mortgagee, report any unpaid assessment due from the owner of a unit upon which such mortgage holds a mortgage.

Section 3. Availability of Information. The Association shall make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration and all amendments, the Articles of Incorporation of the Association and its By-Laws with all amendments, all Rules and Regulations with amendments, and the books, records, accounts and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours at the Association office or under other reasonable circumstances.

Section 4. Financial Statements. Any holder, insurer or guarantor of an institutional mortgage or of a first mortgage is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

Section 5. Lender's Notices. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor of a mortgage and identifying the unit covered by the mortgage, any mortgage holder, or the insurer or guarantor of a mortgage shall be entitled to timely written notice of:

a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

b. Any delinquency of sixty (60) days in the payment of assessment or charges owed by the owner of any unit upon which it holds a mortgage.

c. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

d. Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 6. Benefit of Mortgagees. All of the provisions of this Article VIII are for the benefit of mortgagees, may be enforced by a mortgagee and may be amended or repealed only with the written consent of all mortgagees, however, additional provisions for the benefit of mortgagees may be added without such consent."

(Recording references are to Official Record Books of the Public Records of Volusia County, Florida.)

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

Signed, sealed and delivered in the presence of:

OCEANS WEST, INC.

By: _____ (SEAL)
John Collins, Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN COLLINS, well known to me to be the Vice President of the corporation named as Oceans West, Inc., in the foregoing Amendment to Declaration of Covenants and Restrictions, Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 17th day of June, 1983.

Notary Public, State of Florida at Large.
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 2, 1983
Bonded By American Fire & Casualty Company

CONSENT OF MORTGAGEE

BANKERS TRUST COMPANY, a New York banking corporation, the owner and holder of a mortgage encumbering the land described in Exhibit A and in Exhibit B, Sheet 1, attached to the Declaration of Condominium of Oceans West One, a Condominium, which Declaration is recorded in Official Records Book 2453, Pages 929 through 993, Public Records of Volusia County, Florida, hereby consents to the execution and recording of the Second Amendment to Declaration of Covenants and Restrictions Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., and agrees that the lien of its mortgage, dated November 18, 1981, and recorded on November 19, 1981, in Official Records Book 2312, Pages 1754 through 1767, Public Records of Volusia County, Florida, and modified by First Modification of Mortgage dated November 11, 1982, and recorded on November 19, 1982, in Official Records Book 2402, Pages 1592 through 1594, Public Records of Volusia County, Florida, shall be subordinate to the said Second Amendment and is and shall be a lien upon all of the condominium parcels of Oceans West One, a Condominium, according to said Declaration thereof, together with all of the appurtenances, including, but not limited to, the common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by Bankers Trust Company or the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge the consent of said Mortgagee to said Amendment as hereinabove provided.

This instrument is executed in accordance with Section 718.104(3), Florida Statutes.

Executed this 20th day of June, 1983.

Signed, sealed and delivered in the presence of:

Dolores Sullivan

Gloria Hosford

BANKERS TRUST COMPANY

By: Dominic P. Petrano
Its Vice President

Attest: Charles A. Pecora
Its Assistant Treasurer

"MORTGAGEE"

(Corporate Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing Consent of Mortgagee was acknowledged before me by Dominic P. Petrano and Charles A. Pecora, being the Vice President and Assistant Treasurer of Bankers Trust Company, and they acknowledge that they executed the same on behalf of said corporation, this 20th day of June, 1983.

Michael S. Shore
Notary Public
My commission expires:

(Notary Seal)

MICHAEL S. SHORE
Notary Public, State of New York
No. 31-4766322
Qualified in New York County
Commission Expires March 30, 19 84

2467 1558
BOOK PAGE

177.

CERTIFICATE

THIS IS TO CERTIFY THAT:

The following is a true copy of a Resolution and preamble thereto of Oceans West Homeowners Association, Inc., amending the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development, and amendment thereto recorded in Official Records Book 2312, Pages 461 through 506 and in Official Records Book 2453, Pages 920 through 928, Public Records of Volusia County, Florida, which Resolution was duly adopted by all of the Board of Directors of Oceans West Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, and all of the members of Oceans West Homeowners Association, Inc., at a meeting duly held on the 16th day of June, A.D., 1983, to-wit:

WHEREAS, the Developer of Oceans West Planned Unit Development, has sold and closed 6 of the 990 units in the development and has at this time, with the consent of Bankers Trust Company, authority to amend the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development, and,

WHEREAS, American Savings and Loan Association of Florida, as mortgage broker for Developer, has requested that the Declaration be amended in order to qualify the development to be eligible to participate in the Federal National Mortgage Association programs, and,

WHEREAS, it is in the best interest of this Association that the development be eligible for said participation, and,

WHEREAS, the Board of Directors of this Association has approved the Amendment to the Declaration of this Association, which is attached hereto, and said Board of Directors has recommended that this Association approve and adopt said Amendment to the Declaration of Condominium, Oceans West One, a Condominium and Amendment to the By-Laws of Oceans West One Condominium Association, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Declaration of Covenants and Restrictions, Oceans West Planned Unit Development, be and they are hereby amended as provided in the Amendment to which this Resolution is attached.

The undersigned do further certify that the Amendment has been executed by the owner of 984 units and the holder of all mortgages on units in said development as reflected by the official records of Oceans West Homeowners Association, Inc.

Executed at Daytona Beach, Volusia County, Florida, this 17th day of June, 1983.

Witnesses:

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

By: R. Don Henderson
R. Don Henderson, President

Attest: Pamela C. Huggins
Pamela C. Huggins, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. DON HENDERSON and PAMELA C. HUGGINS, well known to me to be the President and Secretary, respectively, of Oceans West Homeowners Association, Inc., a nonprofit Florida corporation, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of June, A.D., 1983.

Notary Public, State of Florida at Large
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 2, 1983
Bonded By American Fire & Casualty Company

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State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of OCEANS WEST HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on May 27, 1981, as shown by the records of this office.

The charter number for this corporation is 758524.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 28th day of May, 1981.

George Firestone
Secretary of State

CER 101 Rev. 12-80

2312 0479

BOOK PAGE

135.

FILED
MAY 27 10 37 AM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

(A Non-Profit Florida Corporation)

ARTICLE I

Name and Location

Section 1. The name of this corporation shall be OCEANS WEST HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, and the principal office shall be in Daytona Beach Shores, Florida. The address of the corporation is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, and the legal description of the land on which the hereinafter mentioned Oceans West Homeowners Association, Inc., shall be built is described in Exhibit A attached hereto.

ARTICLE II

Purposes

Section 1. The purposes for which this corporation is formed are as follows:

A. To perform all of the acts and duties as are normally performed by a homeowners association, as to the property included in the Declaration of Covenants and Restrictions covering Oceans West Homeowners Association, Inc., Daytona Beach Shores, Volusia County, Florida, (herein referred to as "Declaration of Covenants and Restrictions") and as to property which may be purchased or leased by the corporation and such acts and duties shall include, but are not limited to the following:

(1). To establish and collect assessments from the members directly or through the various condominium associations in the Planned Unit Development, for the purposes of operating, maintaining, repairing, improving and administering said

property including mortgage payments on property purchased by the corporation and rental payments on property leased by the corporation, and each member's interest in that property and to collect and enforce liens for assessments and all other liens, by suit if necessary.

(2). To provide from the proceeds of the assessments and any other income for the operations, administration, maintenance, repair, improvements, replacements, rental, taxes, mortgage payments, of the golf course and other recreational amenities and other facilities constructed in the common areas, and property owned or leased by the corporation, if any. To provide insurance and utilities for said property, as authorized or directed by the board of directors.

B. To carry out the obligations and duties required of the corporation and to accept the benefits and privileges conferred upon it by the Declaration.

C. To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida law.

Section 2. No part of the income of this corporation shall be distributed to its members, directors or officers.

Section 3. The corporation shall have a lien on all living units to guarantee the payment of all charges and the performance of all covenants under the terms and conditions of these Articles of Incorporation, the By-Laws and the Declaration provided, however, said lien shall be subordinate and inferior to any recorded institutional first mortgage.

ARTICLE III

Qualification of Members and Manner of Their Admission

Section 1. All persons owning a vested present interest evidenced by the recordation of a proper instrument in the public records of Volusia County,

lorida, in the fee title to any one of the living units constructed on the property described in Exhibit A attached hereto shall automatically become members, and their memberships shall automatically terminate when they no longer own such interest.

Section 2. Owners of each unit shall collectively be entitled to one (1) vote and shall by certificate in writing signed by all of the owners and filed with the Secretary of this corporation designate one (1) individual to cast such vote. The developer shall have one (1) vote for each of the 990 authorized units which have not been titled out to owners other than developer whether the units be built or not.

Section 3. There shall not be more than 990 (being the maximum number of living units allowed in the development) voting members at any one time and each may cast one vote, except that any unit owned by this corporation shall not be entitled to a vote.

Section 4. Until such time as 80% of the 990 living units, that is a total of 792 living units, have been sold and titled out to unit owners other than the developer or at an earlier time at the election of the developer if so provided in the By-Laws, the subscribers to these Articles of Incorporation shall constitute all of the members of the corporation. Upon the resignation, death or disqualification of one or more of said members a successor or successors shall be appointed by the remaining member or members. At such time as 80% of the 990 living units have been sold and titled out to unit owners other than the developer or at an earlier time at the election of the developer the subscribers may resign and shall no longer be members unless they qualify by becoming a living unit owner as herein provided.

ARTICLE IV

Duration

Section 1. This corporation shall have perpetual existence commencing on the date of execution and acknowledgment of these articles.

ARTICLE V

Names and Residences of Subscribers

Section 1. The names and residences of the subscribers are as follows:

Name	Address
R. Don Henderson	1570 Poplar Drive Ormond Beach, Florida 32074
Edward R. Clark	4 Tenny Drive Daytona Beach, Florida 32018
Pamela C. Huggins	410 Arbor Grande Dr., Apt. Q-8 South Daytona, Florida 32019

ARTICLE VI

Management and Time of Election

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of a minimum of three (3) and not more than fifteen (15) members. The number of Directors shall be increased from three (3) to fifteen (15) as provided in Article III, Section 4 of these Articles and in the By-Laws.

Section 2. Directors shall be elected by the voting members and appointed by the developer in accordance with the By-Laws and the regular annual meeting of the membership of the corporation to be held at 8:00 P.M. on the first Tuesday in November of each year.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of

Directors on the first Tuesday in November in each year, to be held within ten days following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice President, Secretary and Treasurer and such other officers and agents as it shall deem desirable.

ARTICLE VII

Names of Officers

Section 1. The names of the officers who shall serve until the first election are as follows:

Office	Name	Address
President	R. Don Henderson	1570 Poplar Drive Ormond Beach, Florida 32074
Vice President	Edward R. Clark	4 Tenny Drive Daytona Beach, Florida 32018
Secretary	Pamela C. Huggins	410 Arbor Grande Drive Apartment Q-8 South Daytona, Florida 32019
Treasurer	Gloria F. Murphy	619 Dixie Lane South Daytona, Florida 32019

ARTICLE VIII

Board of Directors

Section 1. The following three (3) persons shall constitute the first Board of Directors.

Name	Address
R. Don Henderson	1570 Poplar Drive Ormond Beach, Florida 32074
Edward R. Clark	4 Tenny Drive Daytona Beach, Florida 32018
Gloria F. Murphy	619 Dixie Lane South Daytona, Florida 32019

ARTICLE IX

By-Laws

Section 1. The initial By-Laws of this corporation may be adopted by the subscribers hereto or their successors and may be altered, amended or rescinded by recording such modification in the public records of Volusia County, Florida, signed by all of the subscribers to these Articles of Incorporation or their successors as provided in Article III, Section 4, and if said subscribers shall no longer be qualified as members, then by the vote of a majority of the owners of living units, including the developer, as defined in Article III, Section 2 of these Articles at any annual meeting or at a special meeting called for that purpose and such alteration, amendment or rescision has been approved in writing by all owners and holders of all mortgages or liens on any units.

ARTICLE X

Amendment of Articles of Incorporation

Section 1. All of the subscribers to these Articles of Incorporation or their successors as provided in Article III, Section 4, as all of the members of the corporation, may amend the Articles of Incorporation provided that at such time as said subscribers no longer qualify as members, then by the vote of a majority of the owners of living units, including the developer, as defined in Article III, Section 2 of these Articles at any annual meeting or at a special meeting called for that purpose and such amendment has been approved in writing by all owners and holders of all mortgages or liens on any units.

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141.

WITNESS the hands and seals of the incorporators in the State and County mentioned, this 19th day of May, A.D., 1981.

R. Don Henderson (SEAL)

Edward R. Clark (SEAL)

Pamela C. Huggins (SEAL)

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared R. DON HENDERSON, WARD R. CLARK and PAMELA C. HUGGINS, to me well known to be the subscribers to the foregoing Articles of Incorporation of Oceans West Homeowners Association, Inc., who, being by me first duly sworn, acknowledged that they signed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 19th day of May, A.D., 1981.

Norma L. Watson
Notary Public, State of Florida at Large.
My commission expires:

Notary Public, State of Florida
My Commission Expires Jan. 7, 1985
Bonded Thru Troy Fain - Insurance, Inc.

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

Legal Description of Land

Part of Blocks 'E' and 'F', and part of vacated Lantana Street, McElroy's Belleview Subdivision as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida and being more particularly described as follows:

BEGINNING at a point 1,111 ft. more or less west and 25 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the easterly line of South Peninsula Drive, an 80-ft. street as presently established, run thence N 21°48' W along said easterly line a distance of 348.01 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left having a radius of 2911.79 ft. and a central angle of 5°34', an arc distance of 282.90 ft. to the point of tangency thereof; thence continue along said easterly line of South Peninsula Drive N 27°22' W a distance of 2348.11 ft. to the north line of McElroy's Belleview; thence N 89°33'11" E along said north line a distance of 614.99 ft.; thence S 27°22' E, and parallel to the last call of South Peninsula Drive, a distance of 177.58 ft.; thence S 83°47'30" E, a distance of 60.01 ft.; thence S 27°22' E, and parallel to the last call of South Peninsula Drive, a distance of 591.15 ft. to the point of curvature of a curve concave northeasterly; thence along said curve to the left having a radius of 100 ft. and a central angle of 42°04'46", an arc distance of 73.44 ft. to the point of tangency thereof; thence S 69°26'46" E a distance of 18.50 ft. to the point of curvature of a curve concave southwesterly; thence along said curve to the right having a radius of 150 ft. and a central angle of 45°00', an arc distance of 117.81 ft. to the point of tangency thereof; thence S 24°26'46" E a distance of 361.45 ft. to the point of curvature of a curve concave northeasterly; thence along said curve to the left having a radius of 100 ft. and a central angle of 45°00', an arc distance of 78.54 ft. to the point of tangency thereof; thence S 69°26'46" E a distance of 51.45 ft. to the point of curvature of a curve concave southwesterly; thence along said curve to the right having a radius of 150 ft. and a central angle of 45°00'00", an arc distance of 117.81 ft. to the point of tangency thereof; thence S 24°26'46" E a distance of 32.87 ft.; thence S 65°33'14" W a distance of 293.00 ft.; thence S 24°26'46" E a distance of 650 ft.; thence N 65°33'14" E a distance of 86.67 ft.; thence S 24°26'46" E a distance of 460 ft. to the north line of a public park; thence along the northerly line of said public park the following courses and distances: S 65°31'29" W, 400.00 ft.; S 20°58'46" E, 86.87 ft.; N 89°20'03" W, 146.40 ft. to the POINT OF BEGINNING, containing 37.01 acres more or less; together with an easement for road right-of-way purposes over and across the following parcels more particularly described as follows:

Roadway Easement No. 1: Part of Blocks 'E' and 'F' and part of vacated Lantana Street, McElroy's Belleview Subdivision as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows:

EXHIBIT A
to
Articles of Incorporation

rom a point of reference, being 1,111 ft. more or less west and 25 ft. north of the Southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the easterly line of South Peninsula Drive, an 80 ft. street as presently established, run thence S 89°20'03" E, along the northerly line of a public park, a distance of 146.40 ft.; thence N 20°58'46" W and along the westerly line of said public park a distance of 86.87 ft.; thence N 65°31'29" E and along the northerly line of said public park a distance of 400.00 ft.; thence N 24°26'46" W a distance of 410.00 ft. to the POINT OF BEGINNING; thence continue N 24°26'46" W a distance of 50.00 ft.; thence N 65°33'14" E a distance of 131.33 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left, having a radius of 25.00 ft. and a central angle of 90°00'00", an arc distance of 39.27 ft. to the point of tangency thereof; thence N 24°26'46" W a distance of 625.00 ft.; thence N 65°33'14" E a distance of 50.00 ft.; thence S 24°26'46" E a distance of 212.76 ft. to a point on the westerly projected northerly line of Lantana Street; thence N 65°33'14" E and along said northerly line a distance of 125.00 ft. to the northwesterly corner of Lantana Street; thence S 24°26'46" E along the westerly line of Lantana Street a distance of 80.00 ft.; thence S 65°33'14" W and parallel to the northerly line of Lantana Street a distance of 125.00 ft.; thence S 24°26'46" E a distance of 332.24 ft. to the point of curvature of a curve concave westerly; thence along said curve to the right, having a radius of 75.00 ft. and a central angle of 90°00'00", an arc distance of 107.63 ft. to the point of tangency thereof; thence S 65°33'14" W a distance of 131.33 ft. to the POINT OF BEGINNING.

Roadway Easement No. 2: Part of Blocks 'D' and 'E', McElroy's Belleview Subdivision, as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, more urticularly described as follows:

From a point of reference, being the intersection of the westerly line of South Atlantic Avenue, an 80 ft. right-of-way, with the southerly line of Lantana Street, a 50 ft. right-of-way, both as shown on said plat of McElroy's Belleview, run thence westerly along said southerly line a distance of 300.00 ft. to a point; thence N 24°26'46" W, a distance of 295.63 ft. to the point of curvature of a curve concave southwesterly; thence northwesterly along said curve to the left, having a radius of 150.00 ft. and a central angle of 45°00'00"; an arc distance of 117.81 ft. to the point of tangency thereof; thence N 69°26'46" W, a distance of 51.45 ft. to the point of curvature of a curve concave northeasterly; thence northwesterly along said curve to the right, having a radius of 100.00 ft. and a central angle of 45°00'00", an arc distance of 78.54 ft. to the point of tangency thereof; thence N 24°26'46" W, a distance of 361.45 ft. to the point of curvature of a curve concave southwesterly; thence northwesterly along said curve to the left, having a radius of 150.00 ft. and a central angle of 45°00'00", an arc distance of 117.81 ft. to the point of tangency thereof; thence N 69°26'46" W, a distance of 18.50 ft. to the point of curvature of a curve concave northeasterly; thence northwesterly along said curve to the right, having a radius of 100.00 ft. and a central angle of 42°04'46", an arc distance of 73.44 ft. to the point of tangency thereof; thence N 27°22'00" W, a distance of 306.66 ft. to the point of curvature of a curve concave southeasterly and the POINT OF BEGINNING; thence northerly along said curve to the right, having a radius of 75.00 ft. and a central angle of 116°55'11", an arc distance of 153.05 ft. to the point of tangency thereof; thence N 89°33'11" E, a distance of 284.15 ft., forming

the southerly line of a 70 ft. street, to the point of curvature of a curve concave northerly; thence easterly along said curve to the left, having a radius of 135.00 ft. and a central angle of 35°07'14", an arc distance of 82.75 ft. to a point of reverse curvature; thence to the right and along said reversed curve, having a radius of 25.00 ft. and a central angle of 87°22'22", an arc distance of 38.12 ft. to a point of tangency with the westerly line of South Atlantic Avenue, an 80 ft. street as presently established, said westerly line being a curve concave westerly; thence northerly along said westerly curved line, having a radius of 1287.71 ft., a central angle of 05°32'55", and a chord of 124.65 ft., bearing N 40°58'08" W to a point of tangency with a curve concave northwesterly; thence southerly and to the right along said curve, having a radius of 25.00 ft., a central angle of 114°53'36", a chord bearing S 13°42'12" W, for an arc distance of 50.13 ft. to a point of compound curvature; thence to the right along said compounded curve concave northerly, having a radius of 65.00 ft., a central angle of 18°24'11", for an arc distance of 20.88 ft. to the point of tangency thereof; thence S 89°33'11" W, forming the northerly line of aforementioned 70 ft. street, a distance of 294.31 ft. to the point of curvature of a curve concave southerly; thence westerly and to the left along said curve, having a radius of 125.00 ft., a central angle of 63°47'22", for an arc distance of 139.17 ft.; thence S 27°22'00" E a distance of 122.44 ft. to the POINT OF BEGINNING.

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145.

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MAY 22 10 AM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That OCEANS WEST HOMEOWNERS ASSOCIATION, INC. having been organized under the laws of the State of Florida with its principal office at 2990 South Atlantic Avenue, as indicated in the Articles of Incorporation in the City of Daytona Beach Shores, County of Volusia, State of Florida, has named J. DOYLE TUMBLESON and EVERETT MAYNARD, JR., with offices at 42 South Peninsula Drive, City of Daytona Beach, County of Volusia, State of Florida, as its agents to accept service of process within this State.

Having been named to accept service of process for the above named corporation, at the place designated in this certificate, we hereby accept and agree to act in said capacity, and agree to comply with the provisions of said Act relative to keeping said office open.

J. Doyle Tumbleson, Registered Agent

Everett Maynard, Jr. Registered Agent

SECOND

AMENDED AND RESTATED

BY-LAWS

OF

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not For Profit
under the laws of the State of Florida)

ARTICLE I

Section 1. - Identity. These are the By-Laws of the Oceans West Homeowners Association, Inc., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State, State of Florida. The Association has been organized for the purpose of administering a homeowners association which is identified by the name Oceans West Homeowners Association whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, upon lands in Volusia County, Florida described on Exhibit A attached hereto. There may be units outside the confines of the property described in Exhibit A subject to the lien rights of the Association and granted the right to use the common areas of the Planned Unit Development.

Section 2. The office of the Association shall be 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, or at such other address as may from time to time be designated by the Board of Directors.

Section 3. The fiscal year of the Association shall be the calendar year.

Section 4. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

(impression of seal)

ARTICLE II

Membership, Voting, Majority of Owners, Quorum, Proxies

Section 1. - Membership. The owners of each Unit, subject to the lien rights of the Association and granted the right to use the common areas, whether inside or outside of the boundaries of the property on Schedule A, shall automatically be members of the Association as provided in the Declaration.

Section 2. - Voting. Voting shall be based on unit ownership as provided for in the Articles of Incorporation and Declaration and each member shall be entitled to one vote, except that where a unit is owned by the Association no vote shall be allowed for such unit. There shall be a total of 990 votes. The Developer shall be entitled to cast the vote for each unit whether constructed or not which has not been sold and titled out to a buyer. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. 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. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 3. - Majority of Owners. As used in these By-Laws, the term "Majority of Owners" shall mean those owners including Developer holding a majority of the votes in accordance with the votes as assigned in the Articles of Incorporation and Declaration.

Section 4. - Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 3 of this Article shall constitute a quorum.

Section 5. - Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

ARTICLE III

Administration

Section 1. - Association Responsibilities. The owners of the units, and the Developer, being all of the members of this non-profit corporation, will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the development, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project.

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

Section 3. - Annual Meeting. The annual members meeting of the Association shall be held at 8:00 o'clock P.M. on the first Tuesday in November in each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Unit owners meet at least once in each calendar year and such meeting shall be the annual meeting.

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 twenty-five (25%) percent of the owners and having been presented to the Secretary. 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 votes present, either in person or by proxy.

Section 5. - Notice of Meetings. It shall be the duty of the Secretary to mail to each unit owner and to post at a conspicuous place on the common property 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, at least fourteen (14) days prior to such meeting. The post office certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of meetings in writing prior to, at or after said meeting, which waiver shall be filed as part of the minutes of the meeting.

Section 6. - Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either by proxy or in person, may adjourn the meeting to a time not more than seventy-two (72) hours from the time the original meeting was called.

Section 7. - Order of Business. At annual members' meetings and as far as practical at other members' meetings, the order of business shall be:

a. Election of chairman of meeting
b. Calling of the roll and certifying of proxies
c. Proof of notice of meeting or waiver of notice
d. Reading and disposal of any unapproved minutes
e. Reports of officers
f. Reports of committees
g. Election of directors
h. Unfinished business
i. New business
j. Adjournment.

Section 8. - Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of the Association and Board of Directors meetings when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

Section 9. - Indemnification of Directors and Officers. The Association shall indemnify any and all persons who may serve or who have served at any time as directors or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlements (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them, or any of them, by reason of having been directors or officers, or a director or officer of the Association, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance, or malfeasance, in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, by-law, agreement, vote of members, or otherwise.

ARTICLE IV

Board of Directors

Section 1. - Number and Qualifications. The number and qualifications of Directors shall be determined as provided in this Section.

a. The initial Board of Directors of the Association consists of three (3) persons appointed by the Developer.

b. The number of Directors shall be automatically increased to fifteen (15) when the first of the following two conditions occurs:

(1) Within four (4) months after 743 living units (that is, seventy-five percent [75%] of the 990 authorized living units) have been conveyed to unit owners other than Developer; or

(2) Twelve (12) years after the first unit has been conveyed to a unit owner other than Developer.

c. All Directors, except those designated by the Developer in accordance with these By-Laws, must be owners of living units subject to the lien rights of the Association.

d. Directors, except those designated by the Developer in accordance with these By-Laws, shall be allocated as equally as possible among each condominium subject to the lien rights of the Association, on the basis of the number of living units in each condominium, in the ratio that the number of living units in each condominium bears to the total number of living units subject to the lien rights of the Association.

e. Within four (4) months after 743 living units (that is, seventy-five percent [75%] of the 990 authorized living units) have been conveyed to unit owners other than Developer, then:

(1) Six (6) Directors, who need not be unit owners, shall be appointed by the Developer; and

(2) Nine (9) Directors, all of whom must be owners of living units subject to the lien rights of the Association, shall be nominated and elected by unit owners other than the Developer in the manner provided in Section 2 below.

f. Within four (4) months after 891 living units (that is, ninety percent [90%] of the 990 authorized living units) have been conveyed to unit owners other than Developer, all fifteen (15) Directors shall be nominated and elected by unit owners in the manner provided in Section 2 below.

Section 2. - Nomination and Election of Directors.. When the membership of the Board is increased to fifteen (15) Directors, Directors who are not appointed by the Developer shall be nominated and elected in the following manner:

a. Each condominium subject to the lien rights of the Association shall nominate and elect the number of Directors allocated to it pursuant to Section 1 above, in such manner as the Board of Directors of each such condominium shall determine at least fifteen (15) days prior to the annual meeting of the Association.

b. If a condominium subject to the lien rights of the Association fails to nominate and elect the Directors allocated to it at least fifteen (15) days prior to the annual meeting of the Association, then the vacancies in the Board of Directors occurring as a result shall be filled by the Directors taking office at the annual meeting of the Association subject to the provisions of Section 6 below.

c. Except as to vacancies occurring as a result of removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 3. - Term. The term of each Director's office shall commence with the annual meeting and shall extend until a successor is duly elected and qualified at the next annual meeting of the members, or until the Director is removed in the manner elsewhere provided.

Section 4. - 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.

Section 5. - Other Duties. In addition to the duties imposed by these By-Laws or by the resolutions of the Association, the Board of Directors shall be responsible for the following:

a. Shall comply with all the terms and conditions of the Declaration.

b. Care and upkeep of the common elements and facilities.

c. Collection of monthly assessments from the owners. The Association may bill each condominium association monthly the total for all of its unit members.

d. Employ, dismiss, and control the personnel necessary for the maintenance and operation of the project, the common areas and facilities.

Section 6. - Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by vote of the owners as herein provided shall be filled by the vote of the majority of the remaining Directors. The successor shall be an owner of a living unit in the condominium which elected the Director replaced 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 the annual or any special meeting of the members duly called for that purpose, or by agreement in writing, any one or more of the directors may be removed with or without cause by a majority vote of all unit owners attending such meeting and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting. A meeting to remove a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners and such notice shall state the purpose of the meeting.

Section 8. - Organizational Meeting. The first meeting of a newly elected Board of Directors shall be hel within ten (10) days after the annual meeting at such place as shall be fixed by the Directors it the annual meeting and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided 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 four (4) 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 time set for such meeting.

Section 10. - Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the meeting 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 (3) directors.

Section 11. - Waiver of Notice. Before, at or after 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 Directors' 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. - Notice of Board of Directors Meetings to Unit Owners. Notwithstanding any other provision of these By-Laws, all meetings of the Board of Directors shall be open to all unit owners and notices of meetings shall be posted at a conspicuous place on the condominium property forty-eight (48) hours in advance of the meeting for the attention of unit owners except in an emergency.

Section 14. - Fiduciary Relationship. The directors of the Association shall have a fiduciary relationship to the unit owner.

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 the Board of Directors and all of whom shall be members of 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. The officers of the Association shall have a fiduciary relationship to the unit owners.

Section 2. - Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational 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 the 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 in a book in a businesslike manner the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, all of which minutes shall be available for inspection by unit owners and Board members at all reasonable times; such minutes shall be retained for a period of not less than seven (7) years; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all of 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 in accordance with good accounting practices which shall be open to unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such accounting records shall include a record of all receipts and expenditures, an account for each unit which shall designate the name and address of the unit owners, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due. He shall be responsible for the deposit of all monies 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.

Section 8. - Fidelity Bonding. Officers or employees of the Association who control or disburse funds of the Association may at the discretion of the Board of Directors be covered by a fidelity bond in such amount as the Board of Directors may determine is adequate to safeguard the funds of the Association.

ARTICLE VI

Fiscal Management

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

Section 1. - Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under classification as shall be appropriate, all of which expenditures shall be common expenses.

Section 2. - Budget. The Board of Directors shall adopt a budget for each calendar year. A copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which the meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners.

Section 3. - Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 10 preceding the year for which the assessments are made. Such assessment shall be payable in twelve (12) equal monthly installments on the 1st day of each month commencing on January 1 of the year for which the assessment is made. Such assessment may be billed to the condominium association for all units paying assessments in that condominium monthly, quarterly or annually. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended by the Board of Directors. Assessments shall be paid monthly, quarterly or annually and in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any funds remaining at the end of the year or at the direction of the Board of Directors may be applied to reduce the assessment for the following year.

Section 4. - Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 5. - Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 6. - Additional Assessments. Additional assessments may be made, upon affirmative vote of a majority of the unit owners, to establish reserves for capital improvements. Such funds are to be earmarked for specific capital improvements and are to be considered as contributions of capital.

Section 7. - Legal Action, Requirement to Notify Unit Owners. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

ARTICLE VII

Obligations of the Owners

Section 1. - Assessments. Owners are obligated to pay monthly assessments imposed by this Association against their respective units to meet all project communal expenses, whether billed direct by this Association or through the condominium association and billed as part of its assessment.

Section 2. - Use of Common Areas and Facilities. An owner shall not place or cause to be placed in common areas and facilities, obstructions or objects of any kind.

Section 3. - Rules of Conduct. The Board of Directors of the Association may adopt Rules and Regulations governing the conduct of unit owners in accordance with the provisions of these By-Laws.

ARTICLE VIII

Rules and Regulations, Committees

Section 1. - Adoption. The Board of Directors of the Association shall have the power by a two-thirds vote of all of the members of the Board of Directors, to adopt Rules and Regulations for the operation of the golf course, for the use of Association property and governing the conduct of the unit owners.

Section 2. - Committees. The Board of Directors of the Association shall have the power, by a two-thirds vote of all of the members of the Board of Directors, to adopt rules and regulations establishing committees for the following purposes:

a. Budget
b. Golf course
c. Parking and traffic control
d. Such other purposes as the Board of Directors may establish

The Board of Directors may establish by resolution the purpose of each committee, outline its mission and its authority, and determine the number of members to serve on the committees and their qualifications and appoint the members of such committees who shall serve at the pleasure of the Board of Directors.

ARTICLE IX

Enforcement

Section 1. - Review Committee. The committee whose duty it is to enforce the terms and provisions of the Declaration and the Articles of Incorporation of Oceans West Homeowners Association, Inc., these By-Laws and the Rules and Regulations adopted by the Board of Directors, is hereby created and established to be known as the Oceans West Homeowners Association Review Committee.

a. Composition. The Oceans West Homeowners Association Review Committee shall consist of five (5) members, all of whom shall be unit owners and at least one (1) of whom shall be a member of the Board of Directors of the Association. The members of the committee shall be appointed by the Board of Directors and shall serve for a term of one (1) year and thereafter until their successor is appointed. The committee shall elect from its members its own chairman and its own secretary who shall keep minutes of all proceedings of the committee.

b. Duty to Investigate. It shall be the duty of the committee to investigate any alleged violation of the terms and provisions of the Declaration, the Articles of Incorporation of Oceans West Homeowners Association, Inc., these By-Laws and the Rules and Regulations adopted by the Board of Directors of the Association. Alleged violations may be brought to the committee by a complaint in writing signed by a unit owner and referred to the committee by the Board of Directors, or the committee may act upon its own motion.

c. Written Complaint. An action under this section may be initiated upon the filing of a written complaint by any member of the Association or by any officer or member of the Board of Directors with the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Declaration, Articles of Incorporation,

By-Laws or Rules and Regulations which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

d. Service of Complaint. Upon the filing of the complaint, the Board shall serve a copy thereof on the respondent by any of the following means: (1) personal delivery or (2) by registered or certified mail, return receipt requested, and addressed to respondent, at the address appearing on the books of the Association. Service by mailing or posting shall be deemed delivered and effective two (2) days after such posting and mailing in a regular depository of the United States mail. The complaint shall be accompanied with a post card or other written form entitled "Notice of Defense" which, when signed by the respondent, or on behalf of respondent, will constitute a notice of defense hereunder. No order adversely affecting the rights of the respondent shall be made in any case, unless the respondent shall have been served as provided herein. The matter shall then be referred to the Review Committee for hearing.

e. Notice of Hearing. Along with service of complaint, the committee shall serve a Notice of Hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. The notice to the respondent shall be substantially in the following form but may include other information:

> "You are hereby notified that a hearing will be held before the Oceans West Homeowners Association Review Committee at _____ _____, on the _____ day of _____, 19____, at the hour of _____ upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may have a court reporter present at the hearing, may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association."

If any of the parties can, within twenty-four (24) hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available the committee may reset the time and date of hearing and promptly deliver notice of the new hearing date.

f. Notice of Defense. Service of the complaint and notice of hearing shall be accompanied by a Notice of Defense.

The Notice of Defense shall state the respondent may:

(1) Attend a hearing before the committee as hereinafter provided;

(2) Object to a complaint upon the grounds that it does not state acts or omissions upon which the committee may proceed;

(3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense; or

(4) Admit to the complaint in whole or in part. In such event the committee shall meet to determine appropriate action or penalty, if any. Any objections to the form or substance of the complaint shall be considered by the committee within ten (10) days of their receipt. The committee shall make its determination and notify all parties within said ten (10) day period. If the complaint is insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the committee that the complaint is still insufficient, then the matter shall be dismissed by the committee.

g. Cease and Desist Orders. The committee may, at its own discretion, issue a cease and desist order, along with the complaint statement to respondent and Notice of Defense, such cease and desist order to be substantially in the following form:

"The Oceans West Homeowners Association Review Committee has received the attached complaint.

The committee hereby requests that you CEASE AND DESIST such acts or actions until such time, if any, as a ruling of the committee or court of law permits.

Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation."

h. Amended or Supplemental Complaints. At any time prior to the hearing date, the committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the committee shall afford the respondent a reasonable opportunity to prepare his defense thereto.

i. Discovery. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the committee or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writing and investigative reports relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or copying of

any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a petition to compel discovery with the committee. The committee shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

j. Notarized Statements. At any time ten (10) or more days prior to a hearing or a continued hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence, together with a notice as provided below. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the statements' author, his right to cross-examine such author is not afforded after request is made as herein provided; the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

k. Constraints on the Committee. It shall be incumbent upon each member of the committee to make a determination as to whether he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the committee and remove himself from the proceedings and have it so recorded in the minutes.

In any event, the respondent may challenge any member of the committee for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the committee shall meet to determine the sufficiency of the challenge. If a majority of the committee sustains the challenge, the President shall appoint a member to replace the challenged member of the committee.

l. Hearing.

(1) Whenever the committee has commenced to hear the matter and a member of the committee is forced to withdraw prior to a final determination, the remaining members shall continue to hear the case and the President shall replace the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association.

(2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against him. Even if the respondent does not testify on his own behalf, he may still be called and examined as if under cross-examination.

(3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over

objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

(4) The chairman of the committee shall serve as hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then each party is entitled to produce evidence, witnesses and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the rights to exercise any part of this process, and the committee is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected.

m. Authorized Action. At the conclusion of testimony, the committee shall deliberate the evidence. By a vote of its members, the committee shall determine whether the allegations as presented constitute a violation. If the committee concludes that a violation has taken place, it may have the following elections:

(1) Reprimand.

(2) Levying a fine in such amount as may be reasonable under the circumstances.

(3) Authorize the initiation of appropriate action.

n. Fines as Common Expense. Fines levied by the committee pursuant to this Article IX shall be considered a common expense of the member, leviable by the committee against the unit and collectible in the same manner as any other common expense of the Association.

o. Appeals. In the event either party is aggrieved by the decision or actions of the committee, procedural or final, the aggrieved party may appeal the decision or action within ten (10) days of the action to the Board of Directors who shall review the matter on the record and render a decision within thirty (30) days from the receipt of the record of the hearing.

ARTICLE X

Amendments

Section 1. - By-Laws. These By-Laws may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Association called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of two-thirds of the total number of votes to which the unit owners present and

voting shall be entitled, but not less than a majority of the total number of votes authorized. Such amendment shall be duly recorded.

ARTICLE XI

Compliance

Section 1. - Conflict with Declaration. In the event these By-Laws in any way conflict with the provisions of the Declaration, it is hereby agreed and accepted that the provisions of the Declaration will control.

The foregoing were adopted as the By-Laws of Oceans West Homeowners Association, Inc., at its membership meeting held the 1st day of June, 1981, amended June 17, 1983, December 19, 1985, and September 25, 1996, and restated to include all amendments.

This 26th day of September, 1996.

(SEAL)
Alfred Jensen, Secretary

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

Legal Description of Land

Part of Blocks "E" and "F", and part of vacated Lantana Street, McElroy's Belleview Subdivision, as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows:

Beginning at a point 1,111 ft. more or less West and 25 ft. North of the Southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the Easterly line of South Peninsula Drive, an 80 ft. street as presently established, run thence North 21°48'00" West along said Easterly line a distance of 348.01 ft. to the point of curvature of a curve concave Westerly; thence along said curve to the left having a radius of 2911.79 ft. and a central angle of 05°34'00", an arc distance of 282.90 ft. to the point of tangency thereof; thence continue along said Easterly line of South Peninsula Drive, North 27°22'00" West a distance of 2348.11 ft. to the North line of McElroy's Belleview; thence North 89°33'11" East along said North line a distance of 671.05 ft.; thence South 27°22'00" East and parallel to the last call of South Peninsula Drive, a distance of 776.53 ft. to the point of curvature of a curve concave Northeasterly; thence along said curve to the left having a radius of 100 ft. and a central angle of 42°04'46", an arc distance of 73.44 ft. to the point of tangency thereof; thence South 69°26'46" East a distance of 18.50 ft. to the point of curvature of a curve concave Southwesterly; thence along said curve to the right having a radius of 150 ft. and a central angle of 45°00'00", an arc distance of 117.81 ft. to the point of tangency thereof; thence South 24°26'46" East a distance of 361.45 ft. to the point of curvature of a curve concave Northeasterly; thence along said curve to the left having a radius of 100 ft. and a central angle of 45°00'00", an arc distance of 78.54 ft. to the point of tangency thereof; thence South 69°26'46" East a distance of 51.45 ft. to the point of curvature of a curve concave Southwesterly; thence along said curve to the right having a radius of 150 ft. and a central angle of 45°00'00", an arc distance of 117.81 ft. to the point of tangency thereof; thence South 24°26'46" East a distance of 660.00 ft.; thence North 65°33'14" East a distance of 86.67 ft.; thence South 24°26'46" East a distance of 450.00 ft. to the North line of a public park; thence along the Northerly line of said public park the following courses and distances: South 65°31'29" West, 400.00 ft.; South 20°58'46" East, 86.87 ft.; North 89°20'03" West, 146.40 ft. to the Point of Beginning, containing 37.20 acres more or less; together with an easement for road right of way purposes over and across certain land more particularly described as follows: From a point of reference being 1,111 ft. more or less West and 25 ft. North of the Southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the Easterly line of South Peninsula Drive, an 80 ft. street as presently established, run thence South 89°20'03" East and along the Northerly line of a public park a distance of 146.40 ft.; thence North 20°58'46" West and along the Westerly line of said public park, a distance of 86.87 ft.; thence North 65°31'29" East and along the Northerly line of said public park, a distance of 400 ft.; thence North 24°26'46" West, a distance

EXHIBIT A
to
By-Laws

of 450 ft. to the Point of Beginning; thence South 65°33'14" West, a distance of 86.87 ft.; thence North 24°26'46" West a distance of 50 ft.; thence North 65°33'14" East a distance of 218 ft. to a point of curvature of a curve concave Westerly; thence along said curve to the left, having a radius of 25 ft.; a central angle of 90°00'00", an arc distance of 39.27 ft. to the point of tangency thereof; thence North 24°26'46" West a distance of 585 ft.; thence North 65°33'14" East a distance of 50 ft.; thence South 24°26'46" East, a distance of 212.76 ft. to the Northerly line of Lantana Street aforesaid; thence North 65°33'14" East, and along said Northerly line, a distance of 125 ft.; thence South 24°26'46" East, a distance of 70 ft.; thence South 65°33'14" West and parallel to the Northerly line of Lantana Street, a distance of 125 ft.; thence South 24°26'46" East, a distance of 302.24 ft. to a point of curvature of a curve concave Westerly; thence along said curve to the right, having a radius of 75 ft., a central angle of 90°00'00", an arc distance of 107.63 ft. to the point of tangency thereof; thence South 65°33'14" West, a distance of 131.33 ft. to the Point of Beginning.

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CERTIFICATE
OF
SECOND AMENDED AND RESTATED BYLAWS
FOR
OCEANS WEST HOMEOWNERS ASSOCIATION, INC.
(A Florida Not-For-Profit Corporation)

The undersigned, Alfred Jensen, as the Secretary of Oceans West Homeowners Association, Inc., a Florida not-for-profit corporation (the "Corporation") hereby certifies as follows:

1. In accordance with the governing documents of the Corporation and applicable law, a special meeting of the Corporation was held on September 25, 1996;

2. By resolution adopted at the special meeting of the unit owners of the Corporation called in accordance with the Bylaws at which a quorum was present, with an affirmative vote of more than two-thirds of the total number of votes to which the unit owners present and voting were entitled, the Bylaws were amended and restated to clarify the manner in which directors are elected to the Board of the Corporation;

3. Attached hereto is a true and correct copy of the Second Amended and Restated Bylaws of the Corporation adopted in accordance with the governing documents of the Corporation and applicable law. These Bylaws have not been modified or rescinded and are in full force and effect as of the date hereof.

4. This Certificate is given in accordance with the Bylaws to effectuate the recording of the Second Amended and Restated Bylaws.

DATED this 1st Day of November, 1996.

Witnessed:

Joan S. McDuffee

Alfred Jensen, Secretary

J Doyle Tumbleson

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 1st day of November, 1996, by Alfred Jensen, as Secretary of Oceans West Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

(S E A L)

J. Doyle Tumbleson
Notary Public
Commission Number

J DOYLE TUMBLESON
My Commission CC437902
Expires Dec. 19, 1999

27750889

BOOK PAGE
VOLUSIA COUNTY

AMENDED AND RESTATED

BY-LAWS

OF

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not For Profit
under the laws of the State of Florida)

ARTICLE I

Section 1. - Identity. These are the By-Laws of Oceans West Homeowners Association, Inc., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State, State of Florida. The Association has been organized for the purpose of administering a homeowners association which is identified by the name Ocean West Homeowners Association whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, upon lands in Volusia County, Florida described on Exhibit A attached hereto. There may be units outside the confines of the property described in Exhibit A subject to the lien rights of the Association and granted the right to use the common areas of the Planned Unit Development.

Section 2. The office of the Association shall be 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, or at such other address as may from time to time be designated by the Board of Directors.

Section 3. The fiscal year of the Association shall be the calendar year.

Section 4. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

(impression of seal)

ARTICLE II

Membership, Voting, Majority of Owners, Quorum, Proxies

Section 1. - Membership. The owners of each Unit, subject to the lien rights of the Association and granted the right to use the common areas, whether inside or outside of the boundaries of the property on Schedule A, shall automatically be members of the Association as provided in the Declaration.

Section 2. - Voting. Voting shall be based on unit ownership as provided for in the Articles of Incorporation and Declaration and each member shall be entitled to one vote, except that where a unit is owned by the Association no vote shall be allowed for such unit. There shall be a total of 990 votes. The Developer shall be entitled to cast the vote for each unit whether constructed or not which has not been sold and titled out to a buyer. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. 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. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 3. - Majority of Owners. As used in these By-Laws, the term "Majority of Owners", shall mean those owners including Developer holding a majority of the votes in accordance with the votes as assigned in the Articles of Incorporation and Declaration.

Section 4. - Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 3 of this Article shall constitute a quorum.

Section 5. - Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

ARTICLE III

Administration

Section 1. - Association Responsibilities. The owners of the units, and the Developer being all of the members of this non-profit corporation, will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the development, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project.

Section 2. - Place of Meetings. Meetings of the Association shall be held

such suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. - Annual Meeting. The annual members meeting of the Association shall be held at 8:00 o'clock P.M. on the first Tuesday in November in each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Unit owners meet at least once in each calendar year and such meeting shall be the annual meeting.

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 twenty-five (25%) percent of the owners and having been presented to the Secretary. 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 votes present, either in person or by proxy.

Section 5. - Notice of Meetings. It shall be the duty of the Secretary to mail to each unit owner and to post at a conspicuous place on the common property 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, at least fourteen (14) days prior to such meeting. The post office certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of meetings in writing prior to, at or after said meeting, which waiver shall be filed as part of the minutes of the meeting.

Section 6. - Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either by proxy or in person, may adjourn the meeting to a time not more than seventy-two (72) hours from the time the original meeting was called.

Section 7. - Order of Business. At annual members' meetings and as far as practical at other members' meetings, the order of business shall be:

a. Election of chairman of meeting
b. Calling of theroll and certifying of proxies
c. Proof of notice of meeting or waiver of notice
d. Reading and disposal of any unapproved minutes
e. Reports of officers
f. Reports of committees
g. Election of directors
h. Unfinished business
i. New business
j. Adjournment.

Section 8. - Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of Association and Board of Directors meetings when

not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

Section 9. - Indemnification of Directors and Officers. The Association shall indemnify any and all persons who may serve or who have served at any time as Directors or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlements (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them, or any of them, by reason of having been Directors or officers, or a Director or officer of the Association, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance, or malfeasance, in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, by-law, agreement, vote of members, or otherwise.

ARTICLE IV

Board of Directors

Section 1. - Number and Qualifications. The initial Board of Directors consists of three (3) persons however, within four (4) months after 743 living units, that is seventy-five (75) percent of the 990 units have been sold and titled out to unit owners other than Developer, or twelve (12) years after the first unit has been sold and closed to a unit owner other than Developer, which ever shall first occur, the number of directors shall be automatically increased to fifteen (15) all of whom, except those directors designated by the Developer in accordance with these By-Laws, must be owners of living units subject to the lien rights of the Association. The Association shall call a meeting of the unit owners giving not less than 30 days nor more than 40 days notice and at such time nine (9) directors, allocated as equally as possible among each condominium or subdivision which is controlled by unit owners other than the Developer on the basis of the number of living units in he condominium or subdivision, and the balance of the nine (9) nominated by petition as hereinafter provided, shall be elected by unit owners as hereinafter provided and six (6) directors shall be appointed by Developer. Candidates for director shall be nominated by the Board of Directors of the various condominium or subdivision association governing the development tracts. The Developer shall by notice in writing designate six (6) directors who need not be unit owners. Within four (4) months after 891 living units, that is ninety (90%) percent of the 990 living units have been sold and closed to unit owners other than Developer, the Association shall call a meeting of all unit owners and at such meeting the unit owners shall elect all fifteen (15) directors. As previously stated in these Bylaws the Developer may at an earlier date elect to have its six (6) directors resign and request a meeting of the unit owners to elect all fifteen (15) directors.

Section 2. - Election. After 891 units have been sold and titled out the election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' meeting, except special elections as above provided.

b. Candidates shall be nominated by the Board of Directors of each condominium as set forth above and three (3) candidates shall be nominated at large by petition signed by the person authorized to cast the vote for 25 units. Additional nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

Section 3. - Term. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 4. - 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.

Section 5. - Other Duties. In addition to the duties imposed by these By-Laws or by the resolutions of the Association, the Board of Directors shall be responsible for the following:

a. Shall comply with all the terms and conditions of the Declaration.

b. Care and upkeep of the common areas and facilities.

c. Collection of monthly assessments from the owners. The Association may bill each condominium association monthly the total for all of its unit members.

d. Employ, dismiss, and control the personnel necessary for the maintenance and operation of the project, the common areas and facilities.

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 owners as herein provided shall be filled by the vote of the majority of the remaining directors, the successor shall be an owner in the condominium or subdivision which nominated the one replaced, except directors elected at large, 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 the annual or any special meeting of the members duly called for that purpose; or by agreement in writing, any one or more of the Directors may be removed with or without cause by a majority vote of all unit owners attending such meeting and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. A meeting to remove a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners and such notice shall state the purpose of 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 four (4) 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 time set for such meeting.

Section 10. - Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the meeting 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 (3) directors.

Section 11. - Waiver of Notice. Before, at or after 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 Directors' 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. - Notice of Board of Directors Meetings to Unit Owners. Notwithstanding any other provision of these By-Laws, all meetings of the Board of Directors shall be open to all unit owners and notices of meetings shall be posted at a conspicuous place on the condominium property forty-eight (48) hours in advance of the meeting for the attention of unit owners except in an emergency.

Section 14. - Fiduciary Relationship. The directors of the Association shall have a fiduciary relationship to the unit owners.

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 the Board of Directors and all of whom shall be members of 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. The officers of the Association shall have a fiduciary relationship to the unit owners.

Section 2. - Election of Officers. The officers of the Association shall be elected annually by the Board of Directors of the organizational 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 the 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 in a book in a businesslike manner the minutes of all meetings of the Board of Directors of and the minutes of all meetings of the Association all of which minutes shall be available for inspection by unit owners and Board members at all reasonable times; such minutes shall be retained for a period of not less than seven (7) years; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all of 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 in accordance with good accounting practices which shall be open to unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such accounting records shall include a record of all receipts and expenditures, an account for each unit which shall designate the name and address of the unit owners, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due. He shall be responsible for the deposit of all monies 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.

Section 8. - Fidelity Bonding. Officers or employees of the Association who control or disburse funds of the Association may at the discretion of the Board of Directors be covered by a fidelity bond in such amount as the Board of Directors may determine is adequate to safeguard the funds of the Association.

ARTICLE VI

Fiscal Management

The provisions for fiscal management of the Assocation set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

Section 1. - Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under classification as shall be appropriate, all of which expenditures shall be common expenses.

Section 2. - Budget. The Board of Directors shall adopt a budget for each calendar year. A copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which the meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners.

Section 3. - Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 10 preceding the year for which the assessments are made. Such assessment shall be payable in twelve (12) equal monthly installments on the 1st day of eacah month commencing on January 1 of the year for which the assessment is made. Such assessment may be billed to the condominium association for all units paying assessments in that condominium monthly, quarterly or annually. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended by the Board of Directors. Assessments shall be paid monthly, quarterly or annually and in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any funds remaining at the end of the year or at the direction of the Board of Directors may be applied to reduce the assessment for the following year.

Section 4. - Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 5. - Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 6. - Additional Assessments. Additional assessments may be made, upon affirmative vote of a majority of the unit owners, to establish reserves for capital improvements. Such funds are to be earmarked for specific capital improvements and are to be considered as contributions of capital.

Section 7. - Legal Action, Requirement to Notify Unit Owners. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

ARTICLE VII

Obligations of the Owners

Section 1. - Assessments. Owners are obligated to pay the assessments imposed by this Association against their respective units to meet all project communal expenses, whether billed direct by this association or through the condominium association and billed as part of its assessment.

Section 2. - Use of Common Areas and Facilities. An owner shall not place or cause to be placed in common areas and facilities, obstructions or objects of any kind.

Section 3. - Rules of Conduct. The Board of Directors of the Association may adopt Rules and Regulations governing the conduct of unit owners in accordance with the provisions of these By-Laws.

ARTICLE VIII

Rules and Regulations, Committees

Section 1. - Adoption. The Board of Directors of the Association shall have the power by a two-thirds vote of all of the members of the Board of Directors, to adopt Rules and Regulations for the operation of the golf course, for the use of Association property and governing the conduct of the unit owners.

Section 2. - Committees. The Board of Directors of the Association shall have the power, by a two-thirds vote of all of the members of the Board of Directors, to adopt rules and regulations establishing committees for the following purposes:

a. Budget
b. Golf course
c. Parking and traffic control
d. Such other purposes as the Board of Directors may establish

The Board of Directors may establish by resolution the purpose of each committee, outline its mission and its authority, and determine the number of members to serve on the committees and their qualifications and appoint the members of such committees who shall serve at the pleasure of the Board of Directors.

ARTICLE IX

Enforcement

Section 1. - Review Committee. The committee whose duty it is to enforce the terms and provisions of the Declaration and the Articles of Incorporation of Oceans West Homeowners Association, Inc., these By-Laws and the Rules and Regulations adopted by the Board of Directors, is hereby created and established to be known as the Oceans West Homeowners Association Review Committee.

a. Composition. The Oceans West Homeowners Association Review Committee shall consist of five (5) members, all of whom shall be unit owners and at least one (1) of whom shall be a member of the Board of Directors of the Association. The members of the committee shall be appointed by the Board of Directors and shall serve for a term of one (1) year and thereafter until their successor is appointed. The committee shall elect from its own Chairman and its own Secretary who shall keep minutes of all proceedings of the committee.

b. Duty to Investigate. It shall be the duty of the committee to investigate any alleged violation of the terms and provisions of the Declaration, the Articles of Incorporation of Oceans West Homeowners Association, Inc., these By-Laws and the Rules and Regulations adopted by the Board of Directors of the Association. Alleged violations may be brought to the committee by a complaint in writing signed by a unit owner and referred to the committee by the Board of Directors, or the committee may act upon its own motion.

c. Written Complaint. An action under this Section may be initiated upon the filing of a written complaint by any member of the Association or by any officer or member of the Board of Directors with the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

d. Service of Complaint. Upon the filing of the complaint, the Board shall serve a copy thereof on the respondent by any of the following means: (1) personal delivery or (2) by registered or certified mail, return receipt requested, and addressed to respondent, at the address appearing on the books of the Association. Service by mailing or posting shall be deemed delivered and effective two (2) days after such posting and mailing in a regular depository of the United States mail. The complaint shall be accompanied with a post card or other written form

entitled "Notice of Defense" which, when signed by the respondent, or on behalf of respondent, will constitute a notice of defense hereunder. No order adversely affecting the rights of the respondent shall be made in any case, unless the respondent shall have been served as provided herein. The matter shall then be referred to the Review Committee for hearing.

e. Notice of Hearing. Along with service of complaint, the committee shall serve a Notice of Hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. The notice to the respondent shall be substantially in the following form but may include other information:

> "You are hereby notified that a hearing will be held before the Oceans West Homeowners Association Review Committee at _____, _____, on the _____ day of _____, 19___, at the hour of _____ upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may have a court reporter present at the hearing, may present any relevent evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association."

If any of the parties can, within twenty-four (24) hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available the committee may reset the time and date of hearing and promptly deliver notice of the new hearing date.

f. Notice of Defense. Service of complaint and Notice of hearing shall be accompanied by a Notice of Defense.

The Notice of Defense shall state the respondent may:

(1) Attend a hearing before the committee as hereinafter provided;

(2) Object to a complaint upon the grounds that it does not state acts or omissions upon which the committee may proceed;

(3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or

prepare his defense; or

(4) Admit to the complaint in whole or in part. In such event the committee shall meet to determine appropriate action or penalty, if any. Any objections to the form or substance of the complaint shall be considered by the committee within ten (10) days of their receipt. The committee shall make its determination and notify all parties within said ten (10) day period. If the complaint is insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the committee that the complaint is still insufficient, then the matter shall be dismissed by the committee.

g. Cease and Desist Orders. The committee may, at its own discretion, issue a cease and desist order, along with the complaint statement to respondent and Notice of Defense, such cease and desist order to be substantially in the following form:

"The Oceans West Homeowners Association Review Committee has received the attached complaint."

"The committee hereby requests that you CEASE AND DESIST such acts or actions until such time, if any, as a ruling of the committee or court of law permits."

"Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation."

h. Amended or Supplemental Complaints. At any time prior to the hearing date, the committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the committee shall afford the respondent a reasonable opportunity to prepare his defense thereto.

i. Discovery. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the committee or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writing and investigative reports relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or

copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a petition to compel discovery with the committee. The committee shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

j. Notarized Statements. At any time ten (10) or more days prior to a hearing or a continued hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence, together with a notice as provided below. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the statements' author, his right to cross-examine such author is not afforded after request is made as herein provided; the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

k. Constraints on the Committee. It shall be incumbent upon each member of the committee to make a determination as to whether he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the committee and remove himself from the proceedings and have it so recorded in the minutes.

In any event, the respondent may challenge any member of the committee for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the committee shall meet to determine the sufficiency of the challenge. If a majority of the committee sustains the challenge, the President shall appoint a member to replace the challenged member of the committee.

l. Hearing.

(1) Whenever the committee has commenced to hear the matter and a member of the committee is forced to withdraw prior to a final determination, the remaining members shall continue to hear the case and the President shall replace the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association.

(2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing wintesses; and to rebut the evidence against him. Even if the respondent does not testify on his own behalf, he may

still be called and examined as if under cross-examination.

(3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

(4) The chairman of the committee shall serve as hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then each party is entitled to produce evidence, witnesses and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the rights to exercise any part of this process, and the committee is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected.

(m) Authorized Action. At the conclusion of testimony, the committee shall deliberate the evidence. By a vote of its members, the committee shall determine whether the allegations as presented constitute a violation. If the committee concludes that a violation has taken place, it may have the following elections:

(1) Reprimand.

(2) Levying a fine in such amount as may be reasonable under the circumstances.

(3) Authorize the initiation of appropriate action.

(n) Fines as Common Expense. Fines levied by the committee pursuant to this Article IX shall be considered a common expense of the member, leviable by the committee against the unit and collectible in the same manner as any other common expense of the Association.

(o) Appeals. In the event either party is aggrieved by the decision

or actions of the committee, procedural or final, the aggrieved party may appeal the decision or action within ten (10) days of the action to the Board of Directors who shall review the matter on the record and render a decision within thirty (30) days from the receipt of the record of the hearing.

ARTICLE X

Amendments

Section 1. - By-Laws. These By-Laws may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Association called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of two-thirds of the total number of votes to which the unit owners present and voting shall be entitled, but not more than a majority of the total number of votes authorized. Such amendment shall be duly recorded.

ARTICLE XI

Compliance

Section 1. - Conflict with Declaration. In the event these By-Laws in any way conflict with the provisions of the Declaration, it is hereby agreed and accepted that the provisions of the Declaration will control.

The foregoing were adopted as the By-Laws of Oceans West Homeowners Association, Inc., at its membership meeting held the 1st day of June, 1981, amended June 17, 1983, and December 19, 1985, and restated to include all amendments.

This 23rd day of December, 1985.

Pamela C. Huggins (SEAL)
Pamela C. Huggins, Secretary

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BY-LAWS OF

OCEANS WEST

HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

ARTICLE I

Section 1. Identity. These are the By-Laws of Oceans West Homeowners Association, Inc., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State, State of Florida. The Association has been organized for the purpose of administering a homeowners association which is identified by the name Oceans West Homeowners Association whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, upon lands in Volusia County, Florida described on Exhibit A attached hereto.

Section 2. The office of the Association shall be 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, or at such other address as may from time to time be designated by the Board of Directors.

Section 3. The fiscal year of the Association shall be the calendar year.

Section 4. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation, an impression of which as as follows:

(impression of seal)

ARTICLE II

Membership, Voting, Majority of Owners, Quorum, Proxies

Section 1. Membership. The owners of each unit shall automatically be members of the Association as provided in the Declaration.

Section 2. Voting. Voting shall be based on unit ownership as provided for in the Articles of Incorporation and Declaration and each member shall be entitled to one vote, except that where a unit is owned by the Association no vote shall be allowed for such unit. There shall be a total of 990 votes. The Developer shall be entitled to cast the vote for each unit whether constructed or not which has not been sold and titled out to a buyer. If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of

he unit and filed with the Secretary of the Association. If a unit is owned by a rporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of this Association. 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. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 3. Majority of Owners. As used in these By-Laws, the term "Majority of Owners", shall mean those owners including Developer holding a majority of the votes in accordance with the votes as assigned in the Articles of Incorporation and Declaration.

Section 4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 3 of this Article shall constitute a quorum.

Section 5. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

ARTICLE III

Administration

Section 1. Association Responsibilities. The owners of the units, and the Developer being all of the members of this non-profit corporation will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the development, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project.

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

Section 3. Annual Meeting. The annual members meeting of the Association shall be held at 8:00 P.M. on the first Tuesday in November in each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Unit owners shall meet at least once in each calendar year and such meeting shall be the annual meeting.

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 twenty-five (25%) percent of the owners and having been presented to the Secretary. The notice of any special meeting shall state the

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ace of such meeting and the purpose thereof. No business shall be at a special meeting except as stated in the notice unless by consent of s of the votes present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail to each unit owner and to post at a conspicuous place on the common property 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, at least fourteen (14) days prior to such meeting. The post office certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of meetings in writing prior to, at or after said meeting which waiver shall be filed as part of the minutes of the meeting.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either by proxy or in person, may adjourn the meeting to a time not more than seventy-two (72) hours from the time the original meeting was called.

Section 7. Order of Business. At annual members' meetings and as far as practical at other members' meetings, the order of business shall be:

a. Election of chairman of meeting
b. Calling of the roll and certifying of proxies
c. Proof of notice of meeting or waiver of notice
d. Reading and disposal of any unapproved minutes
e. Reports of officers
f. Reports of committees
g. Election of directors
h. Unfinished business
i. New business
j. Adjournment

Section 8. Parlimentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of Association and Board of Directors meetings when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

Section 9. Indemnification of Directors and Officers. The Association shall indemnify any and all persons who may serve or who have served at any time as Directors or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlements (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them, or any of them, by reason of having been Directors or officers, or a Director or officer of the Association, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance, or malfeasance, in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, by-law, agreement, vote of members, or otherwise.

ARTICLE IV

Board of Directors

Section 1. Number and Qualifications. The initial Board of Directors consists of three (3) persons however, within three (3) months after 792 living units, that is eighty (80%) percent of the 990 units have been sold and titled out to unit owners other than the Developer, the number of directors shall be automatically increased to fifteen (15) all of whom, except those directors designated by the Developer in accordance with these By-Laws, must be owners of units in the Planned Unit Development. The Association shall call a meeting of the unit owners giving not less than 30 days nor more than 40 days notice and at such time eight (8) directors, two (2) from each condominium, shall be elcted by unit owners as hereinafter provided and seven (7) directors shall be appointed by Developer. Two candidates for director shall be nominated by the Board of Directors of the condominium association governing the condominium or condominiums on each of the four (4) development tracts which for identification are referred to from south to north as condominium tract 1, condominium tract 2, condominium tract 3 and condominium tract 4. Nomination of additional candidates for the seats for each condominium may be made from the floor. The Developer shall by notice in writing designate seven (7) directors who need not be unit owners. Within three (3) months after all 990 living units have been sold and closed to unit owners other than Developer, the Association shall call a meeting of all unit owners and at such meeting the unit owners shall elect all fifteen (15) directors, three from each condominium nominated as stated above and three at large nominated by petition signed by twenty-five (25) unit owners, that is by the person designated to cast the vote of the unit. As previously stated in these By-Laws the Developer may at an earlier date elect to have its seven (7) directors resign and request a meeting for the unit owners to elect all fifteen (15) directors.

Section 2. Election. After all 990 units have been sold and titled out the election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' meeting, except special elections as above provided.

b. Three candidates shall be nominated by the Board of Directors of each condominium as set forth aboe and three (3) candidates shall be nominated at large by petition signed by the person authorized to cast the vote for 25 units. Additional nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

Section 3. Term. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 4. Powers and Duties. The Board of Directors shall have the powers necessary for the administration of the affairs of the Association and may do such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners.

Section 5. Other Duties. In addition to the duties imposed by these By-Laws or by the Resolutions of the Association, the Board of Directors shall be responsible for the following:

a. Shall comply with all the terms and conditions of the Declaration.

b. Care and upkeep of the common areas and facilities.

c. Collection of monthly assessments from the owners. The Association may bill each condominium association monthly the total for all of its unit members.

d. Employ, dismiss, and control the personnel necessary for the maintenance and operation of the project, the common areas and facilities.

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 owners as herein provided shall be filled by the vote of the majority of the remaining directors, the successor shall be an owner in the condominium which nominated the one replaced, except directors elected at large, 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 the annual or any special meeting of the members duly called for that purpose; or by agreement in writing, any one or more of the Directors may be removed with or without cause by a majority vote of all unit owners attending such meeting and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. A meeting to remove a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners and such notice shall state the purpose of the meeting.

Section 8. Organizational 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 four 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 time set for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the meeting 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 (3) directors.

Section 11. Waiver of Notice. Before, at or after 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 Directors' 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. Notice of Board of Directors Meetings to Unit Owners. Notwithstanding any other provisions of these By-Laws, all meetings of the Board of Directors shall be open to all unit owners and notices of meetings shall be posted at a conspicuous place on the property forty-eight (48) hours in advance of the meeting for the attention of unit owners except in an emergency.

Section 14. Fiduciary Relationship. The directors of the Association shall have a fiduciary relationship to the unit owners.

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 the Board of Directors and all of whom shall be members of 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. The officers of the Association shall have a fiduciary relationship to the unit owners.

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 new 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 the 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 in a book in a businesslike manner the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association all of which minutes shall be available for inspection by unit owners and Board members at all reasonable times; such minutes shall be retained for a period of not less than seven (7) years; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all of 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 in accordance with good accounting practices which shall be open to unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such accounting records shall include a record of all receipts and expenditures, an account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due. He shall be responsible for the deposit of all monies 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.

Section 8. Fidelity Bonding. Officers or employees of the Association who control or disburse funds of the Association may at the discretion of the Board of Directors be covered by a fidelity bond in such amount as the Board of Directors may determine is adequate to safeguard the funds of the Association.

ARTICLE VI

Fiscal Management

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

Section 1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate, all of which expenditures shall be common expenses.

Section 2. Budget. The Board of Directors shall adopt a budget for each calendar year. A copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which a meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners.

Section 3. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before November 10 preceding the year for which the assessments are made. Such assessment shall be payable in twelve (12) equal monthly installments on the 1st day of each month commencing on January 1 of the year for which the assessment is made. Such assessment may be billed to the condominium association for all units paying assessments in that condominium monthly, quarterly or annually. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended by the Board of Directors. Assessments shall be paid monthly, quarterly or annually and in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any funds remaining at the end of the year or at the direction of the Board of Directors may be applied to reduce the assessment for the following year.

Section 4. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the annual assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 5. Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners. After such notice and upon the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 6. Additional Assessments. Additional assessments may be made, upon affirmative vote of a majority of the unit owners, to establish reserves for capital improvements. Such funds are to be earmarked for specific capital improvements and are to be considered as contributions of capital.

Section 7. Legal Action, Requirement to Notify Unit Owners. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

ARTICLE VII

Obligations of Owners

Section 1. Assessments. Owners are obligated to pay the assessments imposed by this Association against their respective units to meet all project communal expenses, whether billed direct by this association or through the condominium association and billed as part of its assessment.

Section 2. Use of Common Areas and Facilities. An owner shall not place or cause to be placed in common areas and facilities, obstructions or objects of any kind.

Section 3. Rules of Conduct. The Board of Directors of the Association may adopt Rules and Regulations governing the conduct of unit owners in accordance with the provisions of these By-Laws.

ARTICLE VIII

Rules and Regulations, Committees

Section 1. Adoption. The Board of Directors of the Association shall have the power by a two-thirds vote of all of the members of the Board of Directors, to adopt Rules and Regulations for the operation of the golf course, for the use of Association property and governing the conduct of the unit owners.

Section 2. Committees. The Board of Directors of the Association shall have the power, by a two-thirds vote of all of the members of the Board of Directors, to adopt Rules and Regulations establishing committees for the following purposes:

a. Budget
b. Golf course
c. Parking and traffic control
d. Such other purposes as the Board of Directors may establish

The Board of Directors may establish by resolution the purpose of each committee, outline its mission and its authority, and determine the number of members to serve on the committees and their qualifications and appoint the members of such committees who shall serve at the pleasure of the Board of Directors.

ARTICLE IX

Enforcement

Section 1. Review Committee. The committee whose duty it is to enforce the terms and provisions of the Declaration and the Articles of Incorporation of Oceans West Homeowners Association, Inc., these By-Laws and the Rules and Regulations adopted by the Board of Directors, is hereby created and established to be known as the Oceans West Homeowners Association Review Committee.

a. Composition. The Oceans West Homeowners Association Review Committee shall consist of five (5) members, all of whom shall be unit owners and at least one (1) of whom shall be a member of the Board of Directors of the Association. The members of the committee shall be appointed by the Board of Directors and shall serve for a term of one (1) year and thereafter until their successor is appointed. The committee shall elect its own Chairman and its own Secretary who shall keep written minutes of all proceedings of the committee.

b. Duty to Investigate. It shall be the duty of the committee to investigate any alleged violation of the terms and provisions of the Declaration, the Articles of Incorporation of Oceans West Homeowners Association, Inc., these By-Laws and the Rules and Regulations adopted by the Board of Directors of the Association. Alleged violations may be brought to the committee by a complaint in writing signed by a unit owner and may be referred to the commitee by the Board of Directors or the committee may act upon its own motion.

c. Written Complaint. An action under this Section may be initiated upon the filing of a written complaint by any member of the Association or by any officer or member of the Board of Directors with the Board. The complaint shall consist of a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

d. Service of Complaint. Upon the filing of the complaint, the Board shall serve a copy thereof on the respondent by any of the following means: (1) personal delivery or (2) by registered or certified mail, return receipt requested, and addressed to respondent, at the address appearing on the books of the Association. Service by mailing or posting shall be deemed delivered and effective two (2) days after such posting and mailing in a regular depository of the United States mail. The complaint shall be accompanied with a postcard or other written form entitled "Notice of Defense" which, when signed by the respondent, or on behalf of respondent, will constitute a notice of defense hereunder. No order adversely affecting the rights of the respondent shall be made in any case, unless the respondent shall have been served as provided herein. The matter shall then be referred to the Review Committee for hearing.

e. Notice of Hearing. Along with service of complaint, the committee shall serve a Notice of Hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. The notice to the respondent shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Oceans West Homeowners Association Review Committee at _____, on the _____ day of _____, 19____, at the hour of _____ upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may have a court reporter present at the hearing, may present any relevent evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendence of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association."

If any of the parties can, within twenty-four (24) hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the committee may reset the time and date of hearing and promptly deliver notice of the new hearing date.

f. Notice of Defense. Service of complaint and Notice of Hearing shall be accompanied by a Notice of Defense.

The Notice of Defense shall state the respondent may:

(1) Attend a hearing before the committee as hereinafter provided;

(2) Object to a complaint upon the grounds that it does not state acts or omissions upon which the committee may proceed;

(3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense; or

(4) Admit to the complaint in whole or in part. In such event the committee shall meet to determine appropriate action or penalty, if any. Any objections to the form or substance of the complaint shall be considered by the committee within ten (10) days of their receipt. The committee shall make its determination and notify all parties within said ten (10) day period. If the complaint is insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the committee that the complaint is still insufficient, then the matter shall be dismissed by the committee.

g. Cease and Desist Orders. The commitee may, at its own discretion, issue a cease and desist order, along with the complaint statement to respondent and Notice of Defense, such cease and desist order to be substantially in the following form:

"The Oceans West Homeowners Association Review Committee has received the attached complaint."

"The committee hereby requests that you CEASE AND DESIST such acts or actions until such time, if any, as a ruling of the committee or court of law permits."

"Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation."

h. Amended or Supplemental Complaints. At any time prior to the hearing date, the committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the committee shall afford the respondent a reasonable opportunity to prepare his defense thereto.

i. Discovery. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the committee or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writing and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a petition to compel discovery with the committee. The committee shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

j. Notarized Statements. At any time ten (10) or more days prior to a hearing or a continued hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence, together with a notice as provided below. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the statements' author, his right to cross-examine such author is not afforded after request is made as herein provided, the statement may be introduced in evidence; but shall be given only the same effect as hearsay evidence.

k. Constraints on the Committee. It shall be incumbent upon each member of the committee to make a determination as to whether he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the committee and remove himself from the proceedings and have it so recorded in the minutes.

In any event, the respondent may challenge any member of the committee for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the committee shall meet to determine the sufficiency of the challenge. If a majority of the committee sustains the challenge, the President shall appoint a member to replace the challenged member of the committee.

1. Hearing.

(1) Whenever the committee has commenced to hear the matter and a member of the committee is forced to withdraw prior to a final determination, the remaining members shall continue to hear the case and the President shall replace the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association.

(2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against him. Even if the respondent does not testify on his own behalf, he may still be called and examined as if under cross-examination.

(3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

(4) The Chairman of the committee shall serve as hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then each party is entitled to produce evidence, witnesses and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the rights to exercise any part of this process, and the committee is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected.

m. Authorized Action. At the conclusion of testimony, the committee shall deliberate the evidence. By a vote of its members the committee shall determine whether the allegations as presented constitute a violation. If the committee concludes that a violation has taken place, it may have the following elections:

(1) Reprimand.

(2) Levying a fine in such amount as may be reasonable under the circumstances.

(3) Authorize the initiation of appropriate action.

n. Fines as Common Expense. Fines levied by the committee pursuant to this Article IX shall be considered a common expense of the member, leviable by the committee against the unit and collectible in the same manner as any other common expense of the Association.

o. Appeals. In the event either party is aggrieved by the decision or actions of the committee, procedural or final, the aggrieved party may appeal the decision or action within ten (10) days of the action to the Board of Directors who shall review the matter on the record and render a decision within thirty (30) days from the receipt of the record of the hearing.

ARTICLE X

Amendments

Section 1. By-Laws. These By-Laws may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Association called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of two-thirds of the total number of votes to which the unit owners present and voting shall be entitled, but not more than a majority of the total number of votes authorized. Such amendment shall be duly recorded.

ARTICLE XI

Compliance

Section 1. Conflict with Declaration. In the event these By-Laws in any way conflict with the provisions of the Declaration, it is hereby agreed and accepted that the provisions of the Declaration will control.

The foregoing were adopted as the By-Laws of Oceans West Homeowners Association, Inc., at its membership meeting held the 1st day of June, 1981.

This 1st day of June, 1981.

Pamela C. Huggins (SEAL)
Pamela C. Huggins, Secretary

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

Legal Description of Land

Part of Blocks 'E' and 'F', and part of vacated Lantana Street, McElroy's Belleview Subdivision as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida and being more particularly described as follows:

BEGINNING at a point 1,111 ft. more or less west and 25 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the easterly line of South Peninsula Drive, an 80-ft. street as presently established, run thence N 21°48' W along said easterly line a distance of 348.01 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left having a radius of 2911.79 ft. and a central angle of 5°34', an arc distance of 282.90 ft. to the point of tangency thereof; thence continue along said easterly line of South Peninsula Drive N 27°22' W a distance of 2348.11 ft. to the north line of McElroy's Belleview; thence N 89°33'11" E along said north line a distance of 614.99 ft.; thence S 27°22' E, and parallel to the last call of South Peninsula Drive, a distance of 177.58 ft.; thence S 83°47'30" E, a distance of 60.01 ft.; thence S 27°22' E, and parallel to the last call of South Peninsula Drive, a distance of 591.15 ft. to the point of curvature of a curve concave northeasterly; thence along said curve to the left having a radius of 100 ft. and a central angle of 42°04'46", an arc distance of 73.44 ft. to the point of tangency thereof; thence S 69°26'46" E a distance of 18.50 ft. to the point of curvature of a curve concave southwesterly; thence along said curve to the right having a radius of 150 ft. and a central angle of 45°00', an arc distance of 117.81 ft. to the point of tangency thereof; thence S 24°26'46" E a distance of 361.45 ft. to the point of curvature of a curve concave northeasterly; thence along said curve to the left having a radius of 100 ft. and a central angle of 45°00', an arc distance of 78.54 ft. to the point of tangency thereof; thence S 69°26'46" E a distance of 51.45 ft. to the point of curvature of a curve concave southwesterly; thence along said curve to the right having a radius of 150 ft. and a central angle of 45°00'00", an arc distance of 117.81 ft. to the point of tangency thereof; thence S 24°26'46" E a distance of 32.87 ft.; thence S 65°33'14" W a distance of 293.00 ft.; thence S 24°26'46" E a distance of 650 ft.; thence N 65°33'14" E a distance of 86.67 ft.; thence S 24°26'46" E a distance of 460 ft. to the north line of a public park; thence along the northerly line of said public park the following courses and distances: S 65°31'29" W, 400.00 ft.; S 20°58'46" E, 86.87 ft.; N 89°20'03" W, 146.40 ft. to the POINT OF BEGINNING, containing 37.01 acres more or less; together with an easement for road right-of-way purposes over and across the following parcels more particularly described as follows:

Roadway Easement No. 1: Part of Blocks 'E' and 'F' and part of vacated Lantana Street, McElroy's Belleview Subdivision as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows:

EXHIBIT A
to
By-Laws

om a point of reference, being 1,111 ft. more or less west and 25 ft. north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the easterly line of South Peninsula Drive, an 80 ft. street as presently established, run thence S 89°20'03" E, along the northerly line of a public park, a distance of 146.40 ft.; thence N 20°58'46" W and along the westerly line of said public park a distance of 86.87 ft.; thence N 65°31'29" E and along the northerly line of said public park a distance of 400.00 ft.; thence N 24°26'46" W a distance of 410.00 ft. to the POINT OF BEGINNING; thence continue N 24°26'46" W a distance of 50.00 ft.; thence N 65°33'14" E a distance of 131.33 ft. to the point of curvature of a curve concave westerly; thence along said curve to the left, having a radius of 25.00 ft. and a central angle of 90°00'00", an arc distance of 39.27 ft. to the point of tangency thereof; thence N 24°26'46" W a distance of 625.00 ft.; thence N 65°33'14" E a distance of 50.00 ft.; thence S 24°26'46" E a distance of 212.76 ft. to a point on the westerly projected northerly line of Lantana Street; thence N 65°33'14" E and along said northerly line a distance of 125.00 ft. to the northwesterly corner of Lantana Street; thence S 24°26'46" E along the westerly line of Lantana Street a distance of 80.00 ft.; thence S 65°33'14" W and parallel to the northerly line of Lantana Street a distance of 125.00 ft.; thence S 24°26'46" E a distance of 332.24 ft. to the point of curvature of a curve concave westerly; thence along said curve to the right, having a radius of 75.00 ft. and a central angle of 90°00'00", an arc distance of 107.63 ft. to the point of tangency thereof; thence S 65°33'14" W a distance of 131.33 ft. to the POINT OF BEGINNING.

Roadway Easement No. 2: Part of Blocks 'D' and 'E', McElroy's Belleview Subdivision, as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, more ticularly described as follows:

From a point of reference, being the intersection of the westerly line of South Atlantic Avenue, an 80 ft. right-of-way, with the southerly line of Lantana Street, a 50 ft. right-of-way, both as shown on said plat of McElroy's Belleview, run thence westerly along said southerly line a distance of 300.00 ft. to a point; thence N 24°26'46" W, a distance of 295.63 ft. to the point of curvature of a curve concave southwesterly; thence northwesterly along said curve to the left, having a radius of 150.00 ft. and a central angle of 45°00'00"; an arc distance of 117.81 ft. to the point of tangency thereof; thence N 69°26'46" W, a distance of 51.45 ft. to the point of curvature of a curve concave northeasterly; thence northwesterly along said curve to the right, having a radius of 100.00 ft. and a central angle of 45°00'00", an arc distance of 78.54 ft. to the point of tangency thereof; thence N 24°26'46" W, a distance of 361.45 ft. to the point of curvature of a curve concave southwesterly; thence northwesterly along said curve to the left, having a radius of 150.00 ft. and a central angle of 45°00'00", an arc distance of 117.81 ft. to the point of tangency thereof; thence N 69°26'46" W, a distance of 18.50 ft. to the point of curvature of a curve concave northeasterly; thence northwesterly along said curve to the right, having a radius of 100.00 ft. and a central angle of 42°04'46", an arc distance of 73.44 ft. to the point of tangency thereof; thence N 27°22'00" W, a distance of 306.66 ft. to the point of curvature of a curve concave southeasterly and the POINT OF BEGINNING; thence northerly along said curve to the right, having a radius of 75.00 ft. and a central angle of 116°55'11", an arc distance of 153.05 ft. to the point of tangency thereof; thence N 89°33'11" E, a distance of 284.15 ft., forming

he southerly line of a 70 ft. street, to the point of curvature of a curve concave northerly; thence easterly along said curve to the left, having a radius of 135.00 ft. and a central angle of 35°07'14", an arc distance of 82.75 ft. to a point of reverse curvature; thence to the right and along said reversed curve, having a radius of 25.00 ft. and a central angle of 87°22'22", an arc distance of 38.12 ft. to a point of tangency with the westerly line of South Atlantic Avenue, an 80 ft. street as presently established, said westerly line being a curve concave westerly; thence northerly along said westerly curved line, having a radius of 1287.71 ft., a central angle of 05°32'55", and a chord of 124.65 ft., bearing N 40°58'08" W to a point of tangency with a curve concave northwesterly; thence southerly and to the right along said curve, having a radius of 25.00 ft., a central angle of 114°53'36", a chord bearing S 13°42'12" W, for an arc distance of 50.13 ft. to a point of compound curvature; thence to the right along said compounded curve concave northerly, having a radius of 65.00 ft., a central angle of 18°24'11", for an arc distance of 20.88 ft. to the point of tangency thereof; thence S 89°33'11" W, forming the northerly line of aforementioned 70 ft. street, a distance of 294.31 ft. to the point of curvature of a curve concave southerly; thence westerly and to the left along said curve, having a radius of 125.00 ft., a central angle of 63°47'22", for an arc distance of 139.17 ft.; thence S 27°22'00" E a distance of 122.44 ft. to the POINT OF BEGINNING.

1.

Rev. 07/15/83

PROSPECTUS FOR OCEANS WEST ONE CONDOMINIUM

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

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

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

2.

IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT IN OCEANS WEST ONE

THIS CONDOMINIUM IS CREATED ON AND THE UNITS ARE BEING SOLD ON FEE SIMPLE INTERESTS.

ALL OF THE LAND WITHIN THE CONDOMINIUM OFFERED BY THE DEVELOPER FOR USE BY THE UNIT OWNER IS OWNED BY THE DEVELOPER, AND HAS BEEN SUBMITTED TO CONDOMINIUM OWNERSHIP AS PART OF THIS CONDOMINIUM.

THERE IS NO RECREATION FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM.

THERE IS NO CLUB MEMBERSHIP FORMAT AS SUCH ASSOCIATED WITH THIS CONDOMINIUM. HOWEVER, EACH UNIT OWNER IS AUTOMATICALLY A MEMBER OF OCEANS WEST HOMEOWNERS ASSOCIATION. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE PAYMENT OF ASSESSMENTS MADE BY OCEANS WEST HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL AND OTHER COMMON PROPERTY OF THAT ASSOCIATION. THIS IS PROVIDED IN ARTICLE IV, SECTION 4.1 OF DECLARATION OF COVENANTS AND RESTRICTIONS OCEANS WEST PLANNED UNIT DEVELOPMENT APPEARING AT PAGE 123 OF THIS PROSPECTUS. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE UNIT.

THE UNIT OWNERS OF THE ASSOCIATION ARE NOT REQUIRE TO PAY RENT OR LAND USE FEES FOR RECREATION OR OTHER COMMONLY USED FACILITIES.

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH BELLEMEAD SHORES, INC., EXHIBIT "6", APPEARING AT PAGES 95 THROUGH 103 OF THIS PROSPECTUS.

THERE IS A LIEN AGAINST EACH UNIT IN THE AMOUNT OF $500.00 PAYABLE TO OCEANS WEST, INC., ON JULY 1, 1986. THIS IS PROVIDED IN ARTICLE IV, SECTION 4.4 OF THE DELCARATION OF COVENANTS AND CONDITIONS, OCEANS WEST PLANNED UNIT DEVELOPMENT AND APPEARS AT PAGE 14 AND AT PAGE 124 OF THIS PROSPECTUS.

7/1/86

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AND OF OCEANS WEST HOMEOWNERS ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. THIS IS IN ARTICLE IV, SECTION 2 OF THE BY-LAWS OF THE CONDOMINIUM ASSOCIATION WHICH APPEAR AT PAGES 75 AND 76 AND ARTICLE IV, SECTION 1 OF THE BY-LAWS OF OCEANS WEST HOMEOWNERS ASSOCIATION APPEARING AT PAGE 173 OF THIS PROSPECTUS.

THE SALE, LEASE OR TRANSFER OF UNITS IN THE CONDOMINIUM IS RESTRICTED OR CONTROLLED. THIS IS PROVIDED IN SECTION 11 STARTING AT PAGE 19 OF THE DECLARATION OF CONDOMINIUM, APPEARING AT PAGES 41 THROUGH 45 OF THIS PROSPECTUS.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS CONTRACT OR PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND IF NOT UNDERSTOOD, PROSPECTIVE PURCHASER SHOULD SEEK LEGAL ADVICE.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER.

3.

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NOTES: * Each item above marked with an (*) has its own index immediately preceding the item.

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PAGE TWO
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THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF
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SEE PARAGRAPH 9 OF THE PROSPECTUS
APPEARING AT PAGES 12 AND 13 OF THE PROSPECTUS.

6.

PROSPECTUS
OF
OCEANS WEST ONE, A CONDOMINIUM

This Prospectus is submitted by Oceans One West, Inc., the Developer of Oceans West One Condominium in accordance with the disclosure requirements contained in Chapter 718, Florida Statutes, as it exists on the date hereof, generally referred to as the Condominium Act, as amended.

1. Description of Condominium. The name of the Condominium is OCEANS WEST ONE, a Condominium, located at One Oceans West Boulevard, Daytona Beach Shores, Volusia County, Florida. The Condominium contains a total of 249 apartment units and consists of two 20 story towers, "Tower A" at the northerly end of the building and "Tower B" at the southerly end, are joined at the 1st story level and share a common entrance. There are 82 one bedroom, one bath apartments; 83 one bedroom convertible, two bath apartments; 83 two bedroom, two bath apartments and 1 two bedroom, one bath apartment presently designated for use as the manager's apartment. The condominium facilities, recreational or other facilities as shown in this Prospectus will be used only by the owners or occupants of the 249 units in this Condominium, however there are facilities, recreational or other facilities which belong to Oceans West Homeowners Association, Inc., and will be shared by the owners or occupants of the 990 units authorized in Oceans West Planned Unit Development. A survey of the Condominium property is attached to the Declaration as Exhibit "B", Sheet 1, which will be found at page 51 of this Prospectus. A Plot Plan of the Condominium is attached to the Declaration as Exhibit "B", Sheet 2 which will be found at page 52 of this Prospectus. A survey of the Planned Unit Development is attached to the Amendment to Declaration of Covenants and Restrictions Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, marked Exhibit "D" which will be found at page 167 of this Prospectus.

THIS CONDOMINIUM HAS BEEN CREATED ON AND THE UNITS ARE BEING SOLD ON FEE SIMPLE INTERESTS.

2. Developer Reserves Certain Rights. The Developer reserves the right to offer for lease any units in the Condominium; however, Developer does not plan a program of leasing rather than selling. Developer further reserves the right to record among the public records of the county in which said Condominium is located, such documents and instruments as are required to be filed under the laws of the State of Florida, in order to create and maintain the Condominium. The Developer reserves the right to make changes in any of such Condominium documents and in the Planned Unit Development Homeowners Association documents as Developer, governmental authorities having jurisdiction over the property, title insurance companies, or mortgage lenders require or deem necessary, providing the changes do not materially alter the boundaries of the unit, change the size of the common elements to the prejudice of the buyer, decrease buyer's share in the common elements, change buyer's voting rights, decrease buyer's share in the common surplus or increase buyer's share in the common expenses or otherwise materially affect the rights of the buyer, or the value of the unit.

7.

3. Description of Unit Numbering. The units of the condominium are apartments and are identified as apartments. On the first floor of the condominium there are eight (8) apartments plus the manager's apartment; on each floor above the first floor in "Tower A" are six (6) apartments numbered 1 to 6 inclusive; on each floor above the first floor in "Tower B" are six (6) apartments numbered 1 to 6 inclusive. On each floor for both towers (A and B) the number 1 is assigned to the apartment lying immediately to your left as you exit from the elevator and the apartment numbering proceeds in a clockwise manner ending with apartment number 6 which would lie immediately to your right as you exit the elevator. The apartments on each floor of each tower are distinguished from other apartments in the condominium by adding a prefix corresponding to the number of the floor upon which the apartment is located, the number 13 having been omitted from the floor numbering series so that the floors in each tower are numbered 1 through 12 and 14 through 22. The floors above the first floor of the building are serviced by two (2) sets of elevators designated "A" and "B" elevators. Elevator "A" being located toward the northerly end of the building serves all of those floors located in "Tower A"; elevator "B" being located toward the southerly end of the building serves all floors located in "Tower B". To complete the numbering system, the designation letter identifying the elevator serving the apartment, which letter also serves to identify the tower in which the apartment is located, is inserted between the number of the floor on which the apartment is located and the apartment number; thus, the apartment on the second floor in "Tower A" which lies immediately to your left as you exit the elevator would be numbered "2A1" and the apartment on the twenty-first floor in "Tower B" lying immediately to your right as you exit the elevator would be numbered "21B6".

4. Completion Date. The condominium building is now completely finished and equipped.

5. Recreation and Commonly Used Facilities. Recreation and other facilities used only by the owners or occupants of a maximum of 249 units in this Condominium are shown on Exhibit "B", Sheets 3, 4, 5, 6 and 7 to the Declaration of Condominium, and appearing at pages 51 through 60 of this Prospectus. All of such facilities are part of the common elements owned by the unit owners in the Condominium.

THERE IS NO RECREATION FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM. THERE IS NO CLUB MEMBERSHIP FORMAT ASSOCIATED WITH THIS CONDOMINIUM. THE UNIT OWNERS OF THE CONDOMINIUM ASSOCIATION ARE NOT REQUIRED TO PAY RENT OR LAND USE FEES FOR RECREATION OR OTHER COMMONLY USED FACILITIES OF THE CONDOMINIUM. HOWEVER, EACH UNIT OWNER IS AUTOMATICALLY A MEMBER OF OCEANS WEST HOMEOWNERS ASSOCIATION. THERE ARE ASSESSMENTS BY THAT ASSOCIATION TO MAINTAIN ITS RECREATIONAL AND OTHER FACILITIES.

A description of each room in the common areas which will be used only by the owners or occupants of the 249 units in this Condominium, its intended purpose, location, approximate floor area and capacity is as follows:

	SQUARE FEET	CAPACITY IN PERSONS
BASEMENT LEVEL - TOWER "A"		
A. Storage Area (N)	1,367.44	91
B. Storage Area (SE)	314.2	20

8.

	SQUARE FEET	CAPACITY IN PERSONS
C. Storage Area (SW)	342.25	22
D. Elevator Lobby	182.0	12
E. Corridors	391.2	26
F. Trash Room	197.36	13
BASEMENT LEVEL - TOWER "B"		
G. Storage Area (E)	1,275.0	85
H. Storage Area (W)	1,670.54	111
I. Elevator Lobby	182.0	12
J. Corridors	164.0	11
K. Maintenance Office	126.5	8
L. Maintenance Shop Area	42.02	2
FIRST FLOOR LEVEL - TOWER "A"		
M. Common Hallways	564.8	37
N. Elevator Lobby	201.8	13
O. Laundry and Trash Room	64.5	4
P. Bicycle Storage Room	571.4	38
Q. Common Hallways	604.3	40

9.

		SQUARE FEET	CAPACITY IN PERSONS
FIRST FLOOR LEVEL - TOWER "B"			
R.	Elevator Lobby	182.9	12
S.	Exercise Room	435.5	20
T.	Women's Toilet	343.8	7
U.	Women's Sauna	40.5	2
V.	Men's Toilet	333.9	7
W.	Men's Sauna	40.5	2
X.	Laundry and Trash Room	132.3	9
Y.	Storage Area	92.12	6
FIRST FLOOR LEVEL - ONE STORY CONNNECTION			
Z.	Main Lobby and Connecting Corridors	3,204.3	213
aa.	Manager's Office	228.0	15
bb.	Storage Area (at Manager's Office)	51.0	3
cc.	Fire Control Room	72.0	4
dd.	Mail Room	238.5	12
ee.	Connecting Corridor (N)	661.0	44
ff.	Connecting Corridor (SE)	816.33	54

10.

	SQUARE FEET	CAPACITY IN PERSONS
gg. Storage Area (SE)	156.0	10
hh. Kitchen	156.1	5
ii. Meeting Room	1,404.3	100
jj. Card Room (E)	416.5	27
kk. Card Room (W)	637.0	42

TYPICAL FLOOR - TOWERS "A" & "B"

Common Hallways	148.0	10
Elevator Lobby	130.0	8
Laundry	50.5	3
Utility	70.0	8

11. Pool (Length, width, depth at both ends, floor area, capacity). Heating equipment is provided for pool.

Length - 54'	Shallow Depth - 3'6"	1,544 sq.ft.
Width - 28.59'	Deep End - 8.6"	20 capacity

mm. Shuffleboard Area 2 Courts	2,850	100
nn. Raised Wood Sun Deck	1,852.0	100
oo. Public Restrooms		
Men	70.0	4
Women	70.0	3

11.

AREA AROUND POOL (16,186)	SQUARE FEET	CAPACITY IN PERSONS
pp. Pool Area North to Planters	1,568.0	104
qq. Pool Area South to Shuffleboard Courts	8,056.0	537
rr. Pool Area West to Raised Sun Deck	1,460.0	97
ss. Pool Area East to Planters	5,102.0	340

All locations, areas, capacities, numbers, amounts and sizes as set forth above are approximations.

6. Personal Property to be Furnished by Developer. The Developer has expended at least $15,000.00 to acquire various items of personal property for the above facilities.

Each room and facility as described above, that is recreational facilities and commonly used areas, are now complete and available for use.

7. Recreation and Common Facilities Owned by Unit Owner. Each room described above and all of the recreation facilities and other facilities will be owned by the unit owners. None of said facilities are leased and none will be used in common with any other condominium. The Developer does not plan to provide any additional facilities not described in this Prospectus. This Condominium is not part of a phase project, and is not subject to the provisions of Section 718.403, Florida Statutes.

8. Recreational and Other Facilities for the Use in Common with Other Condominiums. There is an access road from South Peninsula Drive and South Atlantic Avenue to the condominium property a plat showing same appears at page 167 of this Prospectus. The roads within the Planned Unit Development have been constructed in accordance with the applicable ordinances of the City of Daytona Beach Shores and the right to use this road may be shared by owners of neighboring parcels of land. Oceans West Homeowners Association, Inc., may be required to bear the cost of maintaining a portion of these roads after February 19, 1990. See paragraph 14.c. at page 16 of this Prospectus. There is a nine hole par three golf course and other recreational facilities which unit owners have the right to use in common with all owners in Oceans West Planned Unit Development. The cost of maintaining the facilities, recreational and other facilities of the Planned Unit Development will be borne by Oceans West Homeowners Association, Inc. Ownership of these facilities is in Oceans West, Inc., however the Declaration of Covenants and Restrictions Oceans West Planned Unit Development provides in Article VI, Section 6.4 that it shall transfer title thereto to the Association no later than July 1, 1985, which appears at page 128 of this Prospectus.

12.

There are no recreational or other facilities of the condominium that will be used in common with other condominiums.

The Declaration of Covenants and Restrictions of Oceans West Homeowners Association, Section 4.4., provides an assessment of $500.00 on each condominium unit payable to Oceans West, Inc., on July 1, 1986. This provision appears at page 124 of this prospectus.

9. Control of Condominium Association and Turn Over to Unit Owners. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. Control of the Condominium Association shall remain in the Developer until turned over to the unit owners. Section 718.301(1), Florida Statutes, provides for turn over under the following schedule.

"718.301(1) Transfer of Association Control

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third 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 an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or

(d) 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 member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent [of the units] in condominiums with more than 500 units in a condominium operated by the association."

The provisions of the By-Laws of Oceans West One Condominium Association provide for a possible earlier turn over than required by the statute. These provisions are as follows:

Provided, however, that within sixty (60) days after sales by Developer have been closed and titled out on fifteen (15%) percent of the units, that is a total of thirty-seven (37) units, the number of Directors of the corporation shall be automatically increased to nine (9), and the Association shall call a meeting of the owners, giving not less than thirty (30)

13.

nor more than forty (40) days notice of such meeting, and at such meeting the unit owners other than the Developer shall be entitled to elect a total of three (3) Directors to hold office until the next annual meeting of the Association at which time their successors shall be elected in accordance with these By-Laws or until the management of the condominium project is formally transferred to the Association. Within three (3) years, after sales by the Developer have been closed on fifty (50%) percent of the units, that is a total of one hundred twenty-five (125) units that will be operated ultimately by the corporation, or three (3) months after sales have been closed by the Developer on eighty (80%) percent of the units, that is a total of one hundred ninety-nine (199) units, or when all of the units that will ultimately be operated by the corporation have been completed, some of them sold, and one of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur, the Developer shall call a meeting of the corporation of all the unit owners and at such meeting the unit owners shall elect a total of at least eight (8) directors and a formal transfer of the management of the Association shall be made. As long as the Developer holds for sale in the ordinary course of business at least twenty-nine (29) units in the condominium project, Developer shall be entitled to elect one (1) member of the Board of Directors of the Association, however Developer may waive such right.

The above provisions are contained in Article IV, 2.e. at pages 4 and 5 of the By-Laws of the Condominium Association, the same being pages 75 and 76 of this Prospectus.

Control of Oceans West Homeowners Association will remain in Oceans West, Inc., until seventy-five (75%) percent, that is 743 of the 990 units authorized, have been sold and titled out to unit owners. This is contained in Article IV, Section 1 of By-Laws of Oceans West Homeowners Association appearing at Page 173 of this Prospectus.

No part of the Oceans West One Condominium property that will be used by the unit owners is or will be in the control of any person other than the Developer and will all be turned over to unit owners and the Association at the time the unit owners other than Developer elect a majority of the Board of Directors of the Association and control of the Association is turned over to the unit owners as provided above.

10. Restrictions Upon Use of Units.

a. Children - There are no restrictions as to children in this Condominium.

b. Pets - Restrictions as to pets appear in Section 17 at page 27 of the Declaration of Condominium and appearing at page 49 of this Prospectus and are as follows:

Pets - Limitation or Prohibition. The Condominium Association, acting through its Board of Directors, may impose regulations, restrictions or limitations upon the keeping of pets and may appoint a committee for the purpose of enforcing such regulations in accordance with rules of procedure as contained in the By-Laws. Such regulations, restrictions or limitations may not prohibit a unit to keep up to two (2) domestic pets such as dogs or cats which normally require access to the outside provided the total maturity weight of such pets does not exceed twenty (20) pounds.

This provision may not be amended except on the affirmative vote of seventy-five (75%) percent of the unit owners in the manner for amendments as elsewhere provided in this instrument.

c. Other Use Restrictions. Other restrictions as to the use of the Condominium appear in Section 10 at pages 18 and 19 of the Declaration of Condominium which appears at pages 40 and 41 of this Prospectus.

d. Rules and Regulations. Other restrictions as to the use of the Condominium may be provided by the Rules and Regulations of the Association.

11. Restrictions on Sale, Leasing or Transfer of Units. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

a. Approval of Sale or other Transfer. Sale or other transfer of a unit must be approved by the Association as provided in Section 11 on pages 19 through 22 of the Declaration of Condominium appearing at pages 41 through 44 of this Prospectus.

b. Lease Approval and Minimum Term. Leases for a term of more than one (1) year must be approved by the Association as provided in Section 11.2.a.(2) at page 20 of the Declaration of Condominium appearing at page 42 of this Prospectus. The minimum term for which a unit may be leased or rented is two (2) weeks as provided in amended Section 10.6 of the Declaration of Condominium appearing at page 94a. of this Prospectus.

12. Servitude. The condominium has been constructed on land which is located within the Oceans West Planned Unit Development, which consists of Oceans West One, the condominium described herein, and certain other improvements which may or may not be constructed. It is the Developer's present intention, however, to develop as a planned unit development the entire plot of land described on Exhibit "A" attached to Declaration of Covenants and Restrictions Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., a copy of which, together with a copy of the Articles of Incorporation of Oceans West Homeowners Association, Inc., a non-profit Florida corporation and copy of the By-Laws of said association and two amendments thereto are attached to this Prospectus as Exhibits "9", "10" and "11", appearing at pages 117 through 178 of this Prospectus. This instrument constitutes a renewable covenant, the initial term of which is not more than thirty (30) years, running with the land, designed to effectively provide for the management and administration of the common areas in the Oceans West Planned Unit Development. This Declaration of Covenants and Restrictions creates a lien against each unit in the amount of $500.00 per unit payable to Oceans West, Inc., on July 1, 1986. This provision appears at page 124 of this Prospectus. The foregoing is only a brief description of the referenced document and prospective purchasers are encouraged to read this important instrument for a full understanding of their rights, privileges, duties and obligations thereunder. Nothing herein or therein shall obligate the Developer to construct any portion of the planned unit development or to construct it in the manner now contemplated or depicted, except as specifically stated herein or in the exhibits hereto.

15.

13. Utility Services. The manner in which the needs of the Condominium for utilities and other services will be met is as follows:

a. Water will be furnished to the Condominium by the City of Port Orange, Florida.

b. Sewage Disposal will be furnished to the Condominium by the City of Daytona Beach Shores, Florida.

c. Waste disposal will be furnished to the Condominium by a private contractor to be selected by the Association.

d. Storm drainage will be furnished to the Condominium by the State of Florida, Department of Transportation.

e. Electrical service will be furnished to the Condominium by Florida Power & Light Company.

14. Contracts Having a Service Period in Excess of One Year.

a. THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH BELLEMEAD SHORES, INC., COPY OF SAID CONTRACT IS ATTACHED TO THIS PROSPECTUS AS EXHIBIT "6", APPEARING AT PAGES 95 THROUGH 103 OF THIS PROSPECTUS.
Management Contract. A contract for the management and maintenance of the Condominium property which extends for a period in excess of one year has been entered into by Oceans West One Condominium Association, Inc., with Bellemead Shores, Inc., a Florida corporation. Copy of said contract appears at pages 95 through 103 of this Prospectus. Said contract extends for a term of five years. The nature of the services to be provided under the management and maintenance contract is to supervise all work, labor, services and materials required for the maintenance of the Condominium property, including the common area; to order and supervise all work, labor, services and materials required for the maintenance and operation of the Condominium; to review and pay all obligations out of the maintenance funds of the Association; and to provide executive and supervisory services and all labor, services and material for the operation at the expense of the Association.

The management fee to be paid under the management and maintenance contract is $900.00 per month, or $10,800.00 per year. There are no provisions in the contract for an increase in these fees.

There is no contract for the management of Oceans West Planned Unit Development.

b. Mortgage Obligation on Managers Apartment. Apartment 1C1 is designated for the use of a manager. See Declaration page 4 appearing at page 26 of this Prospectus. Section 15.2 at page 26 of the Declaration appearing at page 48 of this Prospectus provides as follows:

16.

"Manager's Apartment. At the time of the turnover of control of the Association to the unit owners other than Developer, the Developer shall deliver, and the Association will accept delivery of a Warranty Deed covering Unit 1C1 from Oceans One West, Inc. to Oceans One West Condominium Association, Inc. (a non-profit Florida corporation), subject to such deed restrictions prohibiting subsequent transfer of the unit as Developer may impose, and subject to a first mortgage securing a promissory note in the principal amount of $100,000.00 plus interest at Twelve (12%) percent to Bellemead Development Corporation. The said principal and interest shall be payable in nine (9) equal annual installments of $18,767.89 each, commencing one year from the date of turn over of control of the Association to unit owners other than developer, and continuing on the same day of each year thereafter until said principal and interest are fully paid, said payments to be applied first to the payment of interest on the principal indebtedness due from time to time, at the rate above mentioned, with full right of prepayment without penalty in whole or in part, at any time or times."

This is an obligation of the Condominium Association. The expense of paying same is provided for in the last entry under I. in the Estimated Operating Budget which appears at page 104 of this Prospectus.

c. THERE IS A DEVELOPMENT AGREEMENT BETWEEN OCEANS WEST, INC., and the CITY OF DAYTONA BEACH SHORES concerning the development of Oceans West Planned Unit Development, copy of which agreement is attached to this Prospectus as EXHIBIT "12" appearing at pages 179 through 183 of this Prospectus.

Development Agreement. Oceans West, Inc., entered into a Development Agreement with the City of Daytona Beach Shores, Florida, dated February 18, 1980, covering certain aspects of the development of Oceans West Planned Unit Development. The Developer has complied with all of its current obligations under said Agreement and is developing the property in accordance therewith. The only provision of this Agreement which in any way affects the owner of a unit in Oceans West One Condominium is contained in paragraph 15 of said Development Agreement, appearing at page 182 of this Prospectus, which provides in part: "Streets, stormwater drains, sanitary sewer collection, water distribution system and street lights will be installed by Developer and maintained by the Developer and/or its successors for a period of 10 years from the execution of this Agreement. At the end of the 10 year period, or sooner if mutually agreeable, Developer will dedicate to City and City will accept such streets, utilities and easements. Interior streets shall be terminated and become private streets, at a point to be established by the City to insure that City taxpayers will not have to maintain parking lots and roadways which are not truly public."

15. Share in Common Elements and Common Expenses. The method of computing the apportionment of common expenses and ownership of the common elements and the common surplus of the Condominium is accomplished by determining the approximate square feet of living space in all units and dividing such total into the square feet attributable to each unit, and carrying the result to three decimal points.

17.

16. Estimated Operating Budget. An estimated operating budget for the Condominium Association appears at page 104 of this Prospectus. This budget also explains the assessment of the Homeowners Association. Although the budget is subject to change at any time, the regular monthly assessments imposed against unit owners are guaranteed under the terms and conditions set forth in Section 6.4 of the Declaration of Condominium appearing at page 31 of this Prospectus, and as to the Homeowners Association at Section 4.3 of the Declaration of Covenants and Restrictions appearing at page 124 of this Prospectus.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION (BOARD OF DIRECTORS) OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

17. Closing Expenses. Each purchaser will be required to pay the following closing expenses:

a. Clerk's fee for recording deed, $9.00.

b. State Documentary Stamps on the deed on the basis of $.45 for each $100.00 or any part thereof of the purchase price.

c. Owners Title Insurance is available at Buyers expense if Buyer so elects.

d. Payment to Oceans West One Condominium Association, Inc., of two months' assessment and payment to Oceans West Homeowners Association, Inc., of two months assessment in accordance with the Purchase Agreement appearing on page 186 of this Prospectus as contribution to each Association's working capital. Assessments for the month in which closing occurs will be prorated as of the date of closing.

e. Repayment to Developer of Water Tap Fee in the amount of $520.00 paid by Developer to City of Port Orange for water service to the unit.

f. Mortgage closing costs - each unit purchaser who desires mortgage loan financing to assist in the purchase of the unit will be required by the mortgage lender to pay closing costs to the lender and may also be required to establish and fund an escrow for the payment of taxes and insurance premiums and to make monthly payments into such escrow. The exact costs and charges in connection with mortgage financing should be determined by the unit purchaser directly from the mortgage lender.

18. The Developer. The Condominium is being developed and sold by OCEANS ONE WEST, INC., a Florida corporation. This corporation was formed in 1981 for the purpose of developing and marketing OCEANS WEST ONE, a Condominium. Mr. John Collins, of Daytona Beach Shores, Florida, is the chief operating officer directing the construction and sale of the condominium on behalf of the corporation. He has had approximately seven years of experience in developing and marketing real estate and condominiums in Florida.

18.

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OCEANS WEST ONE

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8/12/83

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OCEANS WEST ONE, A CONDOMINIUM

AND

SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OCEANS WEST ONE, A CONDOMINIUM

EXHIBIT 5

DECLARATION OF COVENANTS AND RESTRICTIONS
OCEANS WEST PLANNED UNIT DEVELOPMENT
AND
NOTICE OF PROVISIONS OF OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

EXHIBIT 9

AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OCEANS WEST PLANNED UNIT DEVELOPMENT
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EXHIBIT 10

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OCEANS WEST PLANNED UNIT DEVELOPMENT
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OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

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ARTICLES OF INCORPORATION

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OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS
OF
CONDOMINIUM ASSOCIATION

OCEANS WEST ONE, A CONDOMINIUM

EXHIBIT 4

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MANAGEMENT AGREEMENT

OCEANS WEST ONE, A CONDOMINIUM

EXHIBIT 6

95.

MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 1983, by and between OCEANS WEST ONE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, hereinafter called "Association", and BELLEMEAD SHORES, INC., hereinafter called "Agent":

W I T N E S S E T H :

WHEREAS, Oceans One West, Inc. is developing the 249 unit condominium development known as Oceans West One, A Condominium, One Oceans West Boulevard, Daytona Beach Shores, Florida 32018, (the "Project"), and will require the services of a managing company to provide the management and supervision for the operation and management of the condominium property; and

WHEREAS, the Association has been organized and created for the purpose of managing the condominium business and affairs; and

WHEREAS, the Management Corporation is in the business of providing such management and supervision as will be required by the Association; and

WHEREAS, the Developer, Oceans One West, Inc., which controls the Association, is a wholly owned subsidiary of Bellemead Development Corporation and that the Agent Bellemead Shores, Inc. is also a wholly owned subsidiary of Bellemead Development Corporation.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, and the covenants to be kept and performed by each of the parties hereto, it is mutually agreed as follows:

1. The foregoing recitals are true.

2. The Management Corporation agrees that it will supervise the operation and maintenance of said condominium project including the common areas appurtenant thereto, and as illustrative of such supervisory services but without limitation thereof, will:

A. Supervise the collection of the monthly assessments and other charges due to the Association from its members;

B. Furnish Association list of all accounts which are unpaid on the 15th day of the month following the month for which they are assessed;

C. Prepare and submit a proposed budget 45 days prior to the end of the fiscal year;

D. Supervise the maintenance of the property of the Association;

96.

E. Not to incur any expense for a single time which exceeds $500.00 except when approved or in emergencies;

F. Comply with all governmental orders and regulations;

G. Enter into agreements, etc. for utilities, pest control and other services;

H. Order all supplies and materials;

I. Secure insurance contracts as authorized by the Association and see that they are kept in force;

J. Report all accidents, claims for damages, etc. to the Association;

K. Supervise payment of all bills and obligations of the Association;

L. Supervise preparation of all forms, reports and returns requested by law, except the income tax returns;

M. Maintain a system of books and records in accordance with accepted accounting principals;

N. Be responsible for employment and discharge of personnel, supervise payment of personnel;

O. Endeavor to secure full compliance with the documents by the members of the Association;

P. Attend all Board of Directors' meetings and be available to advise with the Board.

3. The Association will pay to the Agent as and for its undertakings as expressed herein, the full amount of all sums disbursed or incurred by the Agent for the account of the Association, in the performance of this contract, plus the sum of $900.00 per month. Statements will be submitted monthly by the Agent to the Association and shall be payable within ten (10) days after the same are rendered. The Agent shall not be required to advance more than $200.00 of its own funds in payment of any bills incurred by the Association and all such sums in excess of $200.00 shall be advanced by the Association to the Agent on its requisition. The Agent is hereby authorized to order all work, labor, services and materials for the day to day operation and maintenance of the Condominium provided, however, that the Agent may not, without the prior consent and approval of the Association being first obtained, order any repairs or purchase any equipment, or incur any liabilities on behalf of the Association at a cost in excess of the sum of $500.00 for any single repair, purchase or service. In emergency, the Agent, without the Association's consent, is authorized to expend any sum necessary to preserve and protect the condominium property. The charge for the management services is based on $3.61 per month per unit. The charges for each service, obligation or responsibility to be performed by the Agent, a time or frequency schedule for the performance of each item and the minimum number of personnel to be employed by the Association to perform the functions are as follows:

97.

A. Definitions: As used herein, the following subheadings shall have the following meanings:

(1) TIME: Shall mean the time schedule and frequency for the performance of the services designated.

(2) MANAGEMENT FEE: Shall mean the portion of the cost per month per unit of the Management Fee to supervise and perform each of the services to be provided under the Management Agreement. These costs are an estimated or approximate proration of the monthly Management Fee of $3.61 per unit per month or $900.00 per month for the entire condominium.

(3) COST: Shall mean the estimated amount of money at cost for each service performed exclusive of the Management Fee.

(4) PERSONNEL: Shall mean the minimum number of personnel employed by the Association required to perform functions other than supervisory services under the Management Agreement.

(5) SUPERVISION: Shall mean the minimum number of personnel employed by Agent required for supervisory services under the Management Agreement.

B. Association hereby authorizes Agent, and Agent hereby agrees, in the name of and on behalf of the Association, to render the following services and perform the following duties in regard to the property.

(1) Supervise the collection of all monthly assessments and other charges due the Association from its members. Association hereby authorizes Agent to request, demand, collect, receive and receipt for all assessments, charges or rents which may at any time be or become due to Association and to take such action with respect thereto as Association may authorize.

TIME: Monthly or as otherwise directed by Association

MANAGEMENT FEE: $.82

COST: Required postage and stationery

PERSONNEL: One part-time person

SUPERVISION: One part-time manager

(2) Furnish to Association a list of all accounts which are unpaid on the fifteenth day of the month following the month for which they are assessed.

TIME: Monthly as required

MANAGEMENT FEE: Included in item 1 above

COST: None

98.

PERSONNEL: One part-time person

SUPERVISION: One part-time manager

(3) Prepare and submit to Association, on or before forty-five (45) days prior to the end of each fiscal year of Association, a proposed operating budget setting forth:

(a) An itemized statement of estimated expenses for the next fiscal year of Association;

(b) Setting forth proposed assessments required to meet said expenses, and

(c) Reserves allocated or unallocated, as may be required in the opinion of Agent for the proper maintenance of the property.

TIME: Once per year

MANAGEMENT FEE: $.03

COST: None

PERSONNEL: One part-time accountant

SUPERVISION: One part-time manager

(4) Cause the property to be maintained according to standards to be prescribed from time to time by Association, including landscaping, cleaning, maintenance and such repair work as may be necessary, subject to the provisions of the Condominium documents and specific limitations imposed by the Association.

TIME: As specified by the Budget of Operations for the Condominium or as otherwise directed by the Association.

MANAGEMENT FEE: $.82

COST: The actual cost incurred for providing the services specified in the Budget of Operations or otherwise requested by the Association.

PERSONNEL: As specified in the Budget of Operations or otherwise required to perform the services requested by the Association.

SUPERVISION: One part-time manager

(5) Not incur any expense for any single time of repair or replacement which exceeds the sum of $500.00 unless:

(a) Such expense is contained within the current operating budget approved by Association, or

99.

(b) Is specifically authorized by the Board of Directors of Association or its authorized representatives provided, however, the limitations set forth in this item 5 shall not be applicable as to any emergency repairs which may involve a danger to life or property in the opinion of Agent, or which may be immediately required, in the opinion of Agent, to avoid the suspension of any necessary service to the property.

NO TIME, MANAGEMENT FEE, PERSONNEL OR SUPERVISION INVOLVED.

(6) Take such action as may be necessary to promptly comply with any and all orders or requirements affecting the property by any governmental agency having jurisdiction over the same, unless specifically instructed by Association that it intends to contest such orders or requirements and that Agent shall not comply with the same. Agent shall promptly notify Association of any such order or requirements upon the receipt of same.

TIME: As required

MANAGEMENT FEE: $.03

COST: Actual cost incurred to achieve compliance

PERSONNEL: One part-time person or as required to achieve compliance if necessary

SUPERVISION: One part-time manager

(7) Enter into agreements on behalf of Association for water, electricity, gas, telephone, vermin extermination and such other services as may be necessary or as Association may determine advisable.

TIME: As required based on number and terms of each agreement

MANAGEMENT FEE: $.05

COST: The actual costs incurred under the terms and conditions of such agreements

PERSONNEL: One part-time person

SUPERVISION: One part-time manager

(8) Purchase on behalf of Association, such materials and supplies as are necessary for the proper maintenance of the property.

TIME: As required

MANAGEMENT FEE: $.03

COST: Actual cost incurred for such purchases which will be made in accordance with the approved Budget of Operations or as otherwise approved by the Association

100.

PERSONNEL: One part-time person

SUPERVISION: One part-time manager

(9) Supervise and, where authorized by Association, cause to be placed and kept in force all insurance necessary to protect Association including, but not limited to, casualty insurance, workmen's compensation, burglary and theft insurance.

TIME: Annually or as otherwise required

MANAGEMENT FEE: $.05

COST: The actual cost of the premiums required by the insurance coverage required by the Association

PERSONNEL: One part-time person

SUPERVISION: One part-time manager

(10) Promptly investigate and report to Association all accidents or claims for damage relating to the ownership, operation and maintenance of the property, including any damage or destruction thereto, and shall cooperate with and make reports as are required by the insurance company in connection therewith.

TIME: As required

MANAGEMENT FEE: Included in item 9 above

COST: None

PERSONNEL: One part-time person

SUPERVISION: One part-time manager

(11) Cause to be paid regularly and punctually from the funds of the Association:

(a) All taxes required to be paid by Association;

(b) Building inspection fees, elevator fees, water rates and other governmental charges;

(c) Such sums which become due and payable for expenses or other obligations, incurred by Agent on behalf of Association;

(d) Management fee of Agent as hereinafter provided;

(e) Such other amounts or charges as may be authorized by Association.

101.

TIME: As required

MANAGEMENT FEE: $.82

COST: Postage as required

PERSONNEL: One part-time person and one part-time accountant

SUPERVISION: One part-time manager

(12) Prepare for execution and filing by Association in conjunction with such accounting personnel as may be employed by Association, all forms, reports and returns required by law in connection with unemployment insurance, workmen's compensation insurance, disability benefits, social security, withholding taxes and other similar taxes now in effect or hereafter imposed and such other requirements as may relate to the operation of the property and the employment of personnel. Nothwithstanding the provisions of this Section 11, it is specifically understood and agreed that Agent shall not be liable for the preparation of income tax returns for Association either state or federal.

TIME: As required

MANAGEMENT FEE: $.03

COST: Actual cost of employment of such accounting personnel as may be employed by or on behalf of the Association.

PERSONNEL: One part-time accountant

SUPERVISION: One part-time manager

(13) Maintain a system of office records, books and accounts in accordance with acceptable accounting principals and practices, which records shall be subject to examination by the officers and directors of Association and the duly authorized agents of Association during reasonable business hours or at other times by prior appointment. Agent shall submit to the Association, not later than forty-five (45) days after the end of each fiscal year of Association, a statement or receipt and disbursements with respect to the prior fiscal year of Association.

TIME: As required

MANAGEMENT FEE: $.82

COST: Stationery consumed

PERSONNEL: One part-time accountant and one part-time clerk

SUPERVISION: One part-time manager

102.

PERSONNEL: One part-time accountant and one part-time clerk

SUPERVISION: One part-time manager

(14) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the property. Such personnel shall, in every instance, be independent contractors or in the employ of Association or of Agent. Compensation for the services of such employees shall be considered an operating expense of Association.

TIME: As required

MANAGEMENT FEE: $.05

COST: Actual cost incurred for the employment of such contractors and employees which costs will be in accordance with the approved Budget of Operations or as otherwise directed by the Association.

PERSONNEL: As specified in the Budget of Operations or as otherwise directed by the Association

SUPERVISION: One part-time manager

(15) Agent shall endeavor to secure full compliance by the members or other occupants with the Declaration of Condominium, Articles of Incorporation and By-Laws of Association, and such rules and regulations as may be established by Association from time to time.

TIME: As required

MANAGEMENT FEE: $.03

COST: Actual cost of legal fees and court costs as may be incurred to secure compliance

PERSONNEL: One part-time attorney

SUPERVISION: One part-time manager

(16) Agent shall attend all Directors' meetings and be available to confer with the Directors of the Association when so requested by them in connection with the management of the property.

TIME: As required

MANAGEMENT FEE: $.03

COST: None

PERSONNEL: None

SUPERVISION: One part-time manager

103.

(17) All acts performed by Agent pursuant to the provision of this Agreement shall be performed as Agent on behalf of Association and all obligations or expenses incurred shall be for the account and on behalf and at the expense of Association. Agent shall not be obligated to make any advance to or for the account of Association or to pay any sum except out of funds of Association held or provided as aforesaid nor shall Agent be obligated to incur any liability or obligations on behalf of Association unless the necessary funds for the discharge of the same are provided.

TIME, MANAGEMENT FEE, COST, PERSONNEL AND SUPERVISION NOT APPLICABLE

4. The parties understand and agree that the Agent shall provide only supervisory services, and that all labor, services and materials which are provided for the condominium will be at the expense of the Association including, without limitation: Utilities (water, electric, etc.), auditing and accounting and bookkeeping services, legal services, salaries for management, secretarial and porter services, repair and replacement, lawn maintenance, exterior building maintenance, interior building paint (excluding the interior of each individual unit), extermination services, payroll taxes, air conditioning maintenance (public areas), postage, office telephone, office supplies, common area carpet replacement and maintenance, law materials, equipment and supplies and janitorial supplies.

5. This contract shall continue in existence for a term of five (5) years: However, it shall be subject to cancellation at any time subsequent to the time that individual unit owners other than Developer elect a majority of the Board of Directors and assume control of the Association by vote of no less than a majority of the Board of Directors of the Association, or may be cancelled by the Agent upon ninety (90) days written notice to the Association.

6. This contract is binding upon the Association, the Agent and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Elaine Hayes
As to both parties

Ann K. Longfate
As to both parties

OCEANS WEST ONE
CONDOMINIUM ASSOCIATION, INC.

By: R. Don Henderson (SEAL)
R. Don Henderson, President

"THE ASSOCIATION"

BELLEMEAD SHORES, INC.

By: Frederick E. Zinn (SEAL)
Frederick E. Zinn, President

"AGENT"

ESTIMATED OPERATING EXPENSE BUDGET

OCEANS WEST ONE, A CONDOMINIUM

EXHIBIT 7

104.

OCEANS WEST ONE
ESTIMATED OPERATING EXPENSE BUDGET

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD FOR WHICH THIS BUDGET HAS BEEN PROJECTED.

1.	Expenses for the Association (1)		
	A. Administration of the Association		
	Salaries:	One Resident Manager	$ 13,700.00
		Engineer - Maintenance	17,600.00
		Two Porters	23,400.00
		Payroll Taxes and Worker's Compensation	4,800.00
		Accounting and Audit	1,800.00
	B. Management Fees		10,800.00
	C. Maintenance:	Building and Grounds	12,000.00
		Manager's Apartment	1,800.00
		Elevator Service Contract	14,400.00
	D. Rent for Recreational and Other Commonly Used Facilities (2)		- 0 -
	E. Taxes on Association Property Manager's Apartment and Personal Property		1,500.00
	F. Taxes on Leased Areas (3)		- 0 -
	G. Insurance: Fire, Extended Coverage, Liability and Flood		18,500.00 ?
	H. Security Provisions: Telephone - Security		8,300.00
	I. Other Expenses		
	Utilities:	Fuel, Pool Heater and Emergency Power	6,800.00
		Electricity, Common Areas	90,000.00
		Water and Sewer	13,800.00
		Telephone	900.00
		Cable TV, Muzak and Public Address	15,000.00
	General:	Trash Removal	3,000.00
		Uniforms and Cleaning	800.00
		Exterminator	2,700.00
		Supplies, Office, Pool, Lawn, Janitoral	15,000.00
		Fees and Licenses	675.00
		Manager's Apartment, Mortgage Payments and Other Expenses	20,278.00
	J. Operating Capital (4)		- 0 -

105.

K. Reserves for Capital Expenditures and Deferred Maintenance

Building Painting:	Estimated Life - 5 years Estimated Replacement Cost $45,000.00	9,000.00
Roof Resurfacing:	Estimated Life - 20 years Estimated Cost - $54,000.00	2,700.00
Pavement Resurfacing:	(Pavement is all concrete, no resurfacing requirement anticipated)	- 0 -

L. Fees Payable to Division of Florida Land Sales and Condominium 125.00

M. Oceans West Homeowner's Association Assessment (5) not included

MONTHLY TOTAL: $ 25,781.50 ANNUAL TOTAL: $309,378.00

ALLOCATION OF CONDOMINIUM BUDGET AMONG UNITS

Unit	Annual Assessment*	Monthly Assessment*
One Bedroom Units #3 and #6	$ 1,042.60	$ 86.88
One Bedroom Conv. #1 and #4	1,305.57	108.80
Two Bedroom Units #2 and #5	1,370.54	114.21
One Bedroom Unit 1C1	1,766.55	147.21

[The above assessments are guaranteed by the Developer for a period of six (6) months from the date the first unit is closed and titled out, see page 31 of this Prospectus.]

NOTES

(1) The Developer reserves the right to adjust the condominium budget on an annual basis to reflect the actual costs of operation. However, this will be for information purposes and will not affect the amount of the guaranteed assessments which are represented by the figures above.

(2) There are no recreational or other commonly used facilities being rented by the Association.

(3) There are no areas being leased by the Association.

106.

(4) Operating capital to be paid by each unit owner at closing in an amount equal to two month's assessment.

*(5) The annual or monthly assessments shown above do not include the assessment of Oceans West Homeowners Association, Inc. The Homeowners Association will invoice the Condominium Association for its monthly assessment of $20.00 per unit ($240.00 per year). This assessment will be added to each unit owners monthly Condominium Association assessment. The Developer has guaranteed that this monthly assessment will not exceed $20.00 per unit for a period of four years.

SURVEY, PLOT PLAN
AND FLOOR PLANS

OCEANS WEST ONE, A CONDOMINIUM

EXHIBIT 8

DEVELOPMENT AGREEMENT
BETWEEN
OCEANS WEST, INC.
AND
CITY OF DAYTONA BEACH SHORES

EXHIBIT 12

179.

DEVELOPMENT AGREEMENT

OCEANS WEST, INC., a Florida corporation, hereinafter referred to as the "Developer", and the CITY OF DAYTONA BEACH SHORES, a Florida municipal corporation, hereinafter referred to as the "City", hereby covenant and agree and bind their successors and assigns as follows:

1. Developer represents that it is the owner of 35.13 acres described in Exhibit "A", hereinafter referred to as the "Property", all of which is located within the City.

2. Developer has applied to City to rezone the Property from RSF-1 and RMF-1 to a PUD classification, which PUD is to be known as Oceans West.

3. The City has determined that the Property is suitable in size, location and character for the uses proposed, that the use proposed better meet the needs of the City than would planning which met solely the spatial requirements of the Property, and that the uses proposed are consistent with City's long range comprehensive plan.

4. City agrees to permit development of the Oceans West PUD described in this Agreement and the attached exhibits provided the conditions and agreements contained in this Agreement are adhered to. Developer shall record this Agreement with the Clerk of the Circuit Court of Volusia County. The exhibits to this Agreement shall be considered a part thereof and kept on file with the City's Clerk but shall not be recorded.

5. Developer agrees to proceed with the proposed Oceans West PUD in accordance with all applicable PUD regulations.

6. Developer agrees to provide agreements, contracts, deed restrictions and sureties acceptable to City's legal department for completion of the Oceans West PUD and for the continuing operation and maintenance of such areas, functions, and facilities as are not to be provided, operated or maintained at public expense.

7. A table showing the percentages of Property devoted to dwellings, streets, recreational uses, parks, open space and other

180.

uses is contained in Exhibit "C". Open space substantially conforming to that indicated on Exhibit "C" will be deed restricted to and for the uses designated.

8. The number of condominium dwelling units included in the Oceans West PUD will not exceed 990 and the average density of the Property will be less than the maximum permissible PUD density for the Property of 28.07 dwelling units per acre. Deed restrictions will be placed upon the Property to limit the maximum development of the Property to the aforesaid number of condominium dwelling units and average density figure.

9. The Oceans West PUD will consist of a maximum of nine buildings, each having a maximum height of 203 feet + above finished grade, containing condominium dwelling units. Dwelling units shall have the following minimum floor areas:

One (1) bedroom	-	750 square feet
Two (2) bedrooms	-	900 square feet
Three (3) bedrooms	-	1,000 square feet
Each additional bedroom	-	120 square feet additional

The spacing of the buildings will substantially conform to the configuration shown on Exhibit "C". The exterior dimensions of the building will be as required by interior floor plan arrangements and other provisions of this Agreement, and will substantially conform to the general plan shown on Exhibit "C".

10. No principal building shall be located closer than 170 feet from the Easterly right-of-way of Peninsula Avenue, nor less than 200 feet from the Northerly and Southerly boundary of the proposed PUD, nor less than 60 feet along the Easterly boundary.

11. Sanitary waste is intended to be disposed of as shown in the drawings on Exhibit "E". Potable water is intended to be obtained as shown on Exhibit "E". Stormwater is intended to be disposed of as shown in the drawings on Exhibit "D". The extant arrangements for disposal of stormwater from the Oceans Condominiums located east of the Property, as documented in Exhibit "G", shall be perpetuated and the discharge from the Oceans Condominiums shall be accommodated within the drainage and retention plan shown on Exhibit "D". The

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Property shall be deed restricted to provide for the perpetuation of such stormwater drainage arrangements.

12. Enforcement of Restrictive Covenants and maintenance of common open space and common facilities will be accomplished through Homeowner and Condominium Associations. There will be an overall Association, called the Oceans West Homeowners Association (OWHA), whose responsibility will be the maintenance of the entire Oceans West PUD open spaces and facilities. In addition, there will be Individual Condominium Associations for each condominium tract within the PUD, which associations will control the facilities and common areas appurtenant solely to their individual condominium tracts. The individual condominium associations will be turned over to residents as the particular condominium tract is completed. The Oceans West Homeowners Association will be under the control of the Developer for a period of 15 years, except that, if the entire project is sold out and completed earlier than that date, Oceans West Homeowners Association will be turned over to residents' control at that time. The proposed Declaration of Covenants and Restrictions for Oceans West PUD is attached as Exhibit "F".

13. It is anticipated final approval for the Oceans West PUD will be sought in 1980.

14. The golf course, shown on attached Exhibit "C", will be under the control of OWHA. Construction of the golf course will begin concurrently with any other construction on the Property once final approval for Oceans West PUD is obtained from City. Owners and residents of Oceans West PUD will be entitled to membership privileges to use the golf course as an amenity of ownership. Initially, annual memberships will be available to non-owners and non-residents of Oceans West PUD, but, as the number of units in Oceans West PUD completed, sold, or occupied increases, the number of non-residents or non-owner annual memberships will be decreased so that within 10 years the golf course memberships will be limited solely to Oceans West PUD residents and owners. The racquet clubs which are shown on the at-

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tached Exhibit "C" are not an amenity of ownership within the Oceans West PUD.

15. The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of lands, buildings and structures are contained within the Homeowner's Covenants and Agreements attached on Exhibit "F". The proposed easements or grants for public utilities are shown on Exhibit "C". All municipal utilities will be installed at no expense to the City and in accordance with applicable City regulations and standards in effect at the time of the signing of this Agreement. Telephone, electric cables and cable television transmission lines will be installed underground. Streets, stormwater drains, sanitary sewer collection, water distribution system and street lights will all be installed by the Developer and maintained by the Developer and/or its successors for a period of 10 years from the execution of this Agreement. At the end of the 10-year period, or sooner if mutually agreeable, Developer will dedicate to City and City will accept such streets, utilities and easements. Interior streets shall be terminated and become private streets, to be maintained by PUD residents, at a point to be established by the City to insure that city taxpayers will not have to maintain parking lots and roadways which are not truly public. During such 10-year period Developer grants City the right to provide municipal services and City agrees to provide municipal services upon the same rates and conditions as afforded comparable projects within the City and to enforce all applicable city, county and state ordinances, regulations and statutes. Developer grants to City an access easement to any and all areas of the PUD in order to provide said municipal services and enforce the ordinances, regulations and statutes.

183.

IN WITNESS WHEREOF, the parties hereto attach their hands and seals this 14th day of February, 1980.

Witness

Witness

THE CITY OF DAYTONA BEACH SHORES,
a Florida municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Witness

Witness

OCEANS WEST, INC.,
a Florida corporation

By: _____

APPROVED:

_____
City Attorney

_____
City Manager

PURCHASE AGREEMENT

OCEANS WEST ONE, A CONDOMINIUM

EXHIBIT 13

184.

INDEX TO PURCHASE AGREEMENT OF OCEANS WEST ONE, A CONDOMINIUM

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PAGE TWO
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OF
OCEANS WEST ONE, A CONDOMINIUM

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186.

OCEANS WEST ONE, a Condominium
PURCHASE AGREEMENT

DEVELOPER: Oceans One West, Inc.
2990 S. Atlantic Avenue
Daytona Beach Shores
Florida 32018

BUYER: _____
ADDRESS: _____
City: _____
State: _____
DATE: _____
PHONE: Office _____ Home _____

Buyer hereby offers and agrees to purchase from Oceans One West, Inc. (the "Developer"), residential condominium Unit Number _____ (the "Unit") of OCEANS WEST ONE, a Condominium (the "Condominium") in accordance with and subject to the terms and provisions of the Declaration of Condominium and its exhibits, and amendments thereto, and subject to the terms and provisions of the Declaration of Covenants and Restrictions Oceans West Planned Unit Development and amendments thereto, copies of which have been delivered to Buyer and all of which are recorded in the Public Records of Volusia County, Florida, together with all of the appurtenances to that Unit including the right to use garage space #_____ which is hereby assigned to Buyer subject to the terms of the Declaration of Condominium and its exhibits. The Condominium is located at One Oceans West Boulevard, Daytona Beach Shores, Florida, on real property owned by the Developer and described as Condominium Tract One Oceans West, a Planned Unit Development, as per map in Map Book 39, Pages 7 through 11, Public Records of Volusia County, Florida (the "Property").

The total purchase price of the Unit shall be payable by Buyer to Developer as follows:

Purchase Price	$_____
_____	$_____
_____	$_____
_____	$_____
Balance Due at Closing	$_____

CONTRIBUTION TO OCEANS WEST ONE "CONDOMINIUM ASSOCIATION, INC." WORKING CAPITAL $_____ AND CONTRIBUTION TO OCEANS WEST HOMEOWNERS ASSOCIATION, INC. WORKING CAPITAL $ 40.00 to be paid in cash at time of closing.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER.

The deposit of Buyer made under this Agreement will be held by Bellemead Shores, Inc., a real estate broker registered under Florida Statutes, Chapter 475, whose address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, 32018, as Escrow Agent, and deposited with a Bank or Savings and Loan Association authorized to transact business in the State of Florida. The deposit may be placed in an interest bearing account at the election of the Escrow Agent.

187.

Escrow Agent will on request furnish Buyer a receipt for Buyer's deposit. Any interest thereon will accrue for the benefit of Buyer or Developer as herein provided. In the event this Purchase Agreement is terminated for any reason during the time such funds are on deposit and it is necessary for Escrow Agent to return the deposit to Buyer, then Buyer shall pay out of accrued interest the penalty assessed for early withdrawal from the deposit.

Interest shall be paid over to or credited to Buyer in the following instances:

a. Buyer properly terminates this Agreement pursuant to the terms hereof or pursuant to Chapter 718, Florida Statutes, in which event the deposit of Buyer held by the Escrow Agent, together with the interest accrued thereon shall be paid to Buyer within forty-five (45) days of such termination.

b. Interest earned on said deposit, along with the deposit, shall be credited to Buyer at closing as part payment toward the purchase price.

Interest shall be paid over to or credited to Developer in the following instances:

a. Interest earned on said deposit, along with the deposit, shall be paid over to Developer in the event Buyer defaults in the performance of this Agreement.

In the event there is a dispute between Buyer and Developer, the Buyer may so notify the Escrow Agent and may file a complaint with the Division of Florida Land Sales and Condominiums pursuant to said Division's Rule 7D-19.02, in which event the Escrow Agent shall not release the deposit or interest accrued thereon to Developer or to Buyer until the dispute is settled by agreement between the Buyer and Developer, or resolved to the satisfaction of said Division, or resolved by a Court of competent jurisdiction. The deposit and interest accrued thereon shall be paid according to the manner in which the dispute is resolved.

1. Acceptance of Offer. Buyer has the option to cancel this Agreement within fifteen (15) days of Buyer's execution hereof. If Buyer's offer to purchase the Unit is not accepted by Developer on or before thirty (30) days subsequent to the date of Buyer's execution hereof by Developer delivering or mailing to Buyer a copy of this Agreement signed and accepted by Developer, then thereafter Buyer may elect to withdraw this offer at any time prior to its acceptance by Developer. Upon such cancellation and termination or withdrawal by Buyer, all sums paid heretofore by Buyer to Developer will be repaid to Buyer forthwith upon demand. If Developer shall reject this offer, then all payments paid hereunder by Buyer shall be returned to Buyer with notice of rejection. Upon return to Buyer of all such sums, the parties hereto shall be released from all obligations under this Agreement, and thereupon neither party hereto shall have any further liability to the other.

2. Method of Payment.

a. Mortgage Financing. Buyer intends to pay $_____ of the Total Purchase Price by obtaining a mortgage loan ("Mortgage Loan") from a bona fide lending institution ("Mortgagee") at prevailing interest rates. Buyer shall make application for same within ten (10) days of the execution of this Purchase Agreement by

188.

Developer. Buyer agrees: to perform all the following acts (herein referred to as the "Mortgage Loan Acts"); to use his best efforts to obtain the Mortgage Loan in good faith; to execute all necessary documents and disclose all information; to pay any and all costs, charges and expenses ("Mortgage Costs") in connection with the Mortgage Loan; to otherwise promptly and duly comply with all requests of Mortgagee and/or Developer to apply for and close the Mortgage Loan; to take such actions as are reasonably necessary for the obtaining of the Mortgage Loan; and, where deemed necessary by Developer, to make further applications for the Mortgage Loan.

In the event Buyer, having undertaken and performed the Mortgage Loan Acts, fails to qualify and does not receive a mortgage loan commitment or receive a commitment which contains conditions or requires the Buyer to perform acts in the future such as the sale of other unrelated property any of which conditions or requirements are not acceptable to Developer, then in that event Developer may require Buyer to make an additional deposit under this Agreement in an amount set by Developer or Developer may return any deposit monies paid to it hereunder, whereupon the parties hereto shall be relieved of all further rights and obligations hereunder. In the event, however, that Developer ascertains that Buyer has failed to qualify for the Mortgage Loan due to the failure of the Buyer to perform the Mortgage Loan Acts, such an event shall constitute a default by Buyer hereunder entitling Developer to retain the sums paid hereunder as set forth in Paragraph 7 hereof.

3. Insulation. Insulation installed in this Condominium is as follows: (a) concrete block, with styrofoam and sat. rock, used in the exterior walls, according to the manufacturer will result in an R-value of 6.16; (b) Concrete with styrofoam and sat. rock to an average thickness of one-inch, used on the face of the building, which according to the manufacturer will result in an R-value of 4.166; (c) insulated panels installed between windows and floor are styrofoam one-inch thick, which according to the manufacturer will result in an R-value of 4.76; (d) the roof contains U=0.10 insulation to an average thickness of three inches which according to the manufacturer will result in an R-value of 9.98.

4. Developer's Authorization and Right of Amendment. Developer reserves the right to utilize units owned by it for sales promotional purposes including the right to authorize prospective purchasers of property owned by Bellemead Development Corporation, or any of its subsidiaries to occupy the same as their temporary lodging while in the area. Buyer further acknowledges and agrees that Developer retains the right to amend the Declaration of Condominium and its exhibits until such time as seventy-five percent (75%) of the Condominium Units are sold and titled out to Buyers. Developer shall have the right while it is owner of any Unit in the Condominium to display advertising or signs for unsold Units on the Property and/or in the Condominium and to sell, mortgage, rent or otherwise deal with all Units owned by Developer without requiring the approval of any other Unit Owner or of the Condominium Association. Buyer further acknowledges and agrees that Oceans West, Inc., the Developer of Oceans West Planned Unit Development retains the right to amend the Planned Unit Development documents until such time as seventy-five (75%) percent of the authorized 990 units in the Planned Unit Development are sold and titled out to Buyers. The provisions of this paragraph shall survive the closing.

189.

5. Closing Date. When Developer is ready to close, Developer will designate the date, time and place of closing in a written notice given by Developer to Buyer provided such written notice shall be given not less than ten (10) days prior to the date set for closing.

6. Title and Conveyance. Developer will not bear the expense of providing an Owner's Title Insurance Policy to Buyer. However, Developer will make available to Buyer at Buyer's option and expense, provided Buyer so requests at least fifteen (15) days prior to closing, an Owner's Title Insurance Policy written by a reputable title insurance company authorized to do business in Florida, subject to the standard exceptions and conditions contained therein and usual and normal in the Daytona Beach, Florida area and further exceptions hereinafter set forth. Buyer may procure title insurance at Buyer's expense from any title insuror Buyer may select.

(a) At the closing, Developer will convey, by Warranty Deed an insurable fee simple title to the Unit, subject to the following exceptions:

(1) The provisions of the Declaration of Condominium and exhibits attached thereto, as described in this Agreement and amendments thereto and such regulations and service contracts as shall be in force under the Declaration and this Agreement.

(2) The provisions of the Declaration of Covenants and Restrictions Oceans West Planned Unit Development and Notice of Provisions of Oceans West Homeowners Association, Inc., and amendments thereto.

(3) Development Agreement dated February 19, 1980, between City of Daytona Beach Shores and Oceans West, Inc., covering the development of Oceans West Planned Unit Development.

(4) Conditions, limitations, restrictions, reservations, easements and other matters now of record or hereafter placed of record by Developer and such zoning or other restrictions regarding use of the Unit as may be imposed by governmental authorities having jurisdiction thereof, none of which shall prohibit use of the Unit as a residence by Buyer as contemplated by the Declaration.

(5) Liens for work or materials furnished at the request of the Buyer; and

(6) In the event closing is between January 1st and the date upon which the tax statement for the calendar year in which closing is held is received by the Developer (Florida law requires that tax statements shall be mailed on or before November 1st of the calendar year for which the tax is levied), the Unit shall be conveyed subject to the lien of taxes for the current year. In the event closing is after the tax statement is received by the Developer and before January 1st of the succeeding year, the tax shall be paid and prorated as provided in Paragraph 7(c) of this contract.

(b) All rights of Buyer under this Agreement are hereby subordinated to the lien of any mortgages placed upon the Property or the Unit by the Developer prior to closing, but the Developer shall cause the Unit being sold herein to be released or discharged from the lien of any such mortgage at or prior to the closing.

190.

(c) If Buyer, at the time of delivery of the deed shall allege that Developer's title does not conform to the provisions of this Agreement and it appears that such objection to title may, according to reasonable expectation, be removed as an objection within sixty (60) days, Buyer's obligations hereunder shall remain in full force and effect in the meantime. The Developer may, within this same period, conclusively establish the insurability of the title by delivering to the Buyer a written binder for a fee title insurance policy issued by a title insuror licensed by the State of Florida for a fee title insurance policy and specifically agreeing to insure against the alleged defect to be issued to the Buyer upon recording the deed to said Unit in the full amount of the purchase price and without exception or qualification other than those to which the deed is to be subject at a standard premium without extra hazard charge, said premium to be paid by the Buyer, or Developer may return all funds deposited under this contract and upon doing so shall, without further action, be released from any further obligation under this Agreement.

7. Closing.

(a) Buyer or Buyer's representative has inspected the Condominium unit covered by this Agreement and agrees to accept same in its present condition.

(b) The closing shall be held on the date designated by Developer in accordance with Paragraph 5 hereof in the Daytona Beach, Florida area at a location to be designated by Developer in Developer's Notification to Buyer that Developer is ready to close.

(c) The balance of the purchase price, plus any balance due for extras or special items, plus the sum for initial working capital contributions to both the Associations will be paid by a certified or bank cashier's check drawn to order of the Developer or the designated closing agent. All payments must be made in United States funds.

(d) Ad valorem taxes, less the November discount, will be prorated to the date of closing designated by Developer in accordance with Paragraph 6 hereof. If the taxes for the year in which the sale is closed are assessed against the Condominium as a whole, then the portion of the taxes attributable to the Unit shall be the same share as the share in the common elements that is attributable to the Unit. In such event, Developer and Buyer agree that the taxes will be paid by the Developer and the taxes attributable to the Unit shall be charged or credited to Developer and Buyer in the sums prorated to them. If the current year's assessment is not available, then the taxes will be prorated on an estimated basis determined by the Developer. Any tax proration on an estimate shall be subsequently readjusted upon receipt of the tax bill.

(e) The following expenses and amounts will be paid by Buyer:

(1) Cost related to purchase: (a) Clerk's fee for recording deed $9.00; (b) State documentary stamps on the deed on the basis of $.45 for each $100.00 or any part thereof of the purchase price; (the recording fee and State documentary stamps are set by State statute and may be changed by the State Legislature and Buyer shall pay the costs as so set).

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(2) Utilities: (a) Repayment to Developer of Water Tap Fee paid by Developer to City of Port Orange for water service to the Unit at the time of closing in the amount of $520.00; (b) Utility deposits for the Unit.

(3) Mortgage Costs: All costs which any mortgagee requires to be paid if Buyer executes a mortgage on the Unit, including but not limited to documentary stamps and intangible tax for a note and mortgage, charges for prepaid interest, escrow for taxes, charges for abstracting, cost of mortgage title insurance, lender's attorney's fees, all sums or fees deducted from the gross amount of such mortgage, and all costs and fees incident to the obtaining or closing of any such mortgage loan.

(4) Contribution to Oceans West One Condominium Association, Inc., and to Oceans West Homeowners Association, Inc., for "Working Capital" in the amounts stated on Page 1 of this Agreement.

(f) Buyer will pay to Oceans West One Condominium Association, Inc., the assessment for common expenses commencing as of the date of closing designated by Developer in accordance with Paragraph 5 hereof. The assessment shall be in an amount specified by the Prospectus for the Unit and Buyer agrees to pay such assessment for common expenses in monthly installments in advance on the first day of each month of each year. The first payment will be prorated for the period beginning on the date of closing as set forth in Developer's Notice under Paragraph 5 and ending with the next assessment payment date following said date.

(g) Buyer will pay the monthly assessment for the maintenance and operation of the common areas of Oceans West Homeowners Association, Inc., as specified in the Prospectus. The first payment will be prorated for the period beginning on the date of closing and ending with the next assessment payment date. This is also paid to the Condominium Association.

(h) The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Developer to be performed pursuant to the provisions of this Agreement, except those which survive by operation of law or herein specifically stated to survive delivery of the deed.

8. Buyer's Default. Should Buyer fail to make any of the payments due hereunder as hereinabove scheduled, or fail or refuse to execute the instruments required to close this transaction, or fail to close when notified, or refuse to pay any costs or other sums required by this Agreement, or otherwise default hereunder, and shall fail to correct such default within ten (10) days after Developer has given Buyer written notice of such default, the Developer may elect to declare this Agreement terminated and retain the monies paid by Purchaser in the amount of ten (10%) percent of the total purchase price as shown on page 1 of this Agreement as liquidated and agreed upon damages, which Developer shall have sustained and suffered as a result of Buyer's default, and upon such election by Developer, the parties hereto will be released and relieved from all obligations hereunder. The provision herein contained for liquidated and agreed upon damages is a bona fide provision for such and is not a penalty, the parties understanding that by reason of the withdrawal of the Unit from

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sale to the general public at a time when other parties would be interested in purchasing the Unit, that Developer will have sustained damages if Buyer defaults, which damages will be substantial but will not be capable of determination with mathematical precision and, therefore, as aforesaid, the provision for liquidated and agreed upon damages has been incorporated in this Agreement, as a provision beneficial to both parties If, upon default, Developer does not elect to terminate this Agreement, the Agreement will continue in full force and effect, and Developer shall have the right to compel closing. Buyer agrees to pay Developer all of Developer's reasonable legal fees and expenses in the event of Buyer's default hereunder.

9. Developer's Default. The parties understand and agree that in the event of default by Developer, the Buyer shall have the right to the return of his deposit but shall have no right to consequential damages.

10. Damage to Unit. If between the date of this contract and the closing the Unit is damaged by fire or other casualty, the following shall apply:

(a) The risk of loss to the Unit by fire or other casualty, until the time of delivery of the deed as herein provided, is assumed by the Developer (unless and until Buyer takes possession of same, at which time such risk shall be assumed by Buyer), but without any obligation or liability by Developer to repair or replace same, except that if Developer elects to repair or replace such loss or damage to the Unit, this Agreement shall continue in full force and effect, and Buyer shall not have the right to reject title or receive a credit against or abatement in the purchase price. In such event, Developer shall be entitled to a reasonable period of time within which to complete said repairs or replacement. It is agreed that the proceeds received from insurance or in satisfaction of any claim or action in connection with such loss or damage shall (subject to the rights of the Board of Directors in the event the Declaration of Condominium shall have been filed) belong entirely to Developer and if such proceeds shall be paid to Buyer, Buyer shall promptly upon receipt thereof turn same over to Developer. The provisions of the preceding sentence shall survive delivery of the deed.

(b) In the event Developer notifies Buyer that it does not elect to repair or replace any such loss or damage or (in the event the Declaration of Condominium is filed prior thereto) the Unit Owners do not resolve to make such repairs or replacement pursuant to the Declaration and By-Laws of the Condominium, then this Agreement shall be deemed cancelled and of no further force or effect and Developer shall refund to Buyer all monies deposited hereunder (with any interest earned thereon), whereupon the parties shall be released and discharged of all claims and obligations hereunder, except that if Buyer is then in default hereunder (beyond the applicable grace period, if any), Developer shall retain all such deposits (with any interest earned thereon) as and for liquidated damages.

11. Notice. The delivery of any item, and the giving of notice in compliance with this Agreement, shall be accomplished by delivery of the item or the notice, which shall be in writing, to the party intended to receive it or by depositing such notice in United States mail by Certified Mail with sufficient postage affixed and addressed to the address of the party intended to receive it. Notice by mail shall be effective upon receipt.

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12. Effective Date. The effective date of this Agreement is the date of acceptance by Developer.

13. Non-Assignability. This Agreement is personal to Buyer, and cannot be assigned by Buyer without written approval by an Officer of Oceans One West, Inc., the Developer. In the event one of the parties named herein as Buyer dies prior to closing, the remaining Buyer shall have the right to cancel this Agreement by giving written notice to Developer of its intent to do, prior to closing or within sixty (60) days of the date of death of one of the parties, whichever is sooner, and upon the giving of such notice, Developer shall cause the deposit, together with interest accrued thereon, to be refunded to Buyer and all rights of both parties hereunder shall terminate; however, in the event the surviving Buyer or Buyers shall not give such notice, then this Agrement may be enforced by the surviving Buyers.

14. Agreement not to Record. Buyer agrees not to record this Agreement in the Public Records of the county in which the Condominium is located. The recording of this Agreement by Buyer shall constitute a default by Buyer and shall render this Agreement null and void as against Developer and the Property.

15. No Representations by Developer. Buyer acknowledges that neither Developer nor any of its agents or representatives have made any representation of any kind as to tax or other economic benefits or advantages, if any, which may be realized from owning the Unit, nor any representations as to the ability or willingness of Developer or its affiliates to assist Buyer in renting or leasing the Unit if he should so elect at a later date. This Agreement, the Condominium Documents and the Planned Unit Development Documents constitute the full, final and complete Agreement between the parties, it being agreed that all prior understandings and agreements are superseded by this contract. All statements, inducements, advertising, promotional activities, brochures, maps or otherwise, made by Developer or Developer's agents, representatives or employees, shall not in any way be binding on Developer and the same shall be of no force and effect unless expressly set forth in this Agreement. Buyer expressly represents that he is not in any way relying on any of the foregoing unless same are expressly set forth in this Agreement. The provisions of this paragraph shall survive the closing.

16. Warranties. Section 718.203, Florida Statutes provides the granting of certain Warranties from Developer to Buyer, said Section is as follows:

> "718.203 Warranties
>
> (1) The developer shall be deemed to have granted to the purchaser of each unit an implied warranty of fitness and merchantability for the purposes or uses intended as follows:
>
> (a) As to each unit, a warranty for three (3) years commencing with the completion of the building containing the unit.

194.

(b) As to the personal property that is transferred with, or appurtenant to, each unit, a warranty which is for the same period as that provided by the manufacturer of the personal property, commencing with the date of closing of the purchase or the date of possession of the unit, whichever is earlier.

(c) As to all other improvements for the use of unit owners, a three (3) year warranty commencing with the date of completion of the improvements.

(d) As to all other personal property for the use of Unit owners, a warranty which shall be the same as that provided by the manufacturer of the personal property.

(e) As to the roof and structural components of a building or other improvements and as to mechanical, electrical, and plumbing elements serving improvements or a building, except mechanical elements serving only one unit, a warranty for a period beginning with the completion of construction of each building or improvement and continuing for three (3) years thereafter or one (1) year after owners other than the developer obtain control of the association, whichever occurs last, but in no event more than five (5) years.

(f) As to all other property which is conveyed with a unit, a warranty to the initial purchaser of each unit for a period of one (1) year from the date of closing of the purchase or the date of possession, whichever occurs first.

(2) The contractor and all subcontractors and suppliers grant to the developer and to the purchaser of each unit implied warranties of fitness as to the work performed or materials supplied by them as follows:

(a) For a period of three (3) years from the date of completion of construction of a building or improvement, a warranty as to the roof and structural components of the building or improvement, and mechanical and plumbing elements serving a building or an improvement, except mechanical elements serving only one unit.

(b) For a period of one (1) year after completion of all construction, a warranty as to all other improvements and materials.

195.

(3) "Completion of a building or improvement" means issuance of a Certificate of Occupancy for the entire building or improvement, or the equivalent authorization issued by the governmental body having jurisdiction, and in jurisdictions where no Certificate of Occupancy or equivalent authorization is issued, it means substantial completion of construction, finishing, and equipping of the building or improvement according to the plans and specifications.

(4) These warranties are conditioned upon routine maintenance being performed, unless the maintenance is an obligation of the developer or a developer-controlled association.

(5) The warranties provided by this section shall inure to the benefit of each owner and his successor owners, and to the benefit of the developer."

The Warranties provided by Section 718.203, Florida Statutes are the sole and exclusive Warranties and there are no other Warranties express or implied made by Developer.

Developer agrees to assign to Buyer manufacturers' Warranties covering any appliances, equipment or other personal property included in the Unit. Buyer acknowledges that the manufacturers' Warranties on appliances and equipment included in the Unit and described herein have been made available to Buyer to examine prior to the execution of this Agreement by Buyer.

17. Condominium Documents. Buyer agrees that the purchase and occupancy of the Unit and the obligations of the Buyer, at all times, will be subject to the provisions of the instruments, documents and plans received by Buyer which include the Oceans West Planned Unit Development Documents all as shown on Receipt for Condominium Documents attached hereto and made a part hereof, said instruments, documents and plans being herein referred to as "Condominium Documents". Buyer acknowledges having received, examined and read copies of each and every one of the Condominium Documents, each and all of which are hereby approved, ratified and accepted by Buyer. Buyer does hereby assume and agree to be bound by each and every of the terms and conditions of said Condominium Documents, to execute and acknowledge such as are required and to purchase the Unit pursuant to this Agreement and subject to said Condominium Documents. The Documents referred to in the Receipt for Condominium Documents have been recorded in the Public Records of Volusia County, Florida. Developer reserves the right to amend any of said Documents as provided herein.

18. Broker. Buyer warrants that this sale was made by _____ and Buyer covenants to defend and indemnify Developer against claims of any other broker.

19. Execution by Developer. This Agreement is not binding on the Developer until signed by an officer or authorized agent of Developer.

196.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

IN WITNESS WHEREOF, Buyer and Developer have executed this Agreement as of the dates set forth below their respective signatures.

WITNESSES:

_____ _____(SEAL)
Buyer

_____ _____(SEAL)
Buyer

Date:_____

ACCEPTANCE

Developer hereby accepts the foregoing offer to purchase and agrees to the terms and conditions set forth in this Agreement.

WITNESSES: OCEANS ONE WEST, INC.

_____ _____
Developer

_____

Acceptance Date:_____

197.

RECEIPT

DATED: _____, 19____

Receipt is acknowledged from Buyer of a check in the amount of $_____ subject to the terms of the foregoing offer.

BELLEMEAD SHORES, INC.

By: _____
Escrow Agent

Attachments:

1. Receipt for Condominium Documents

198.

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items checked below, as required by the Condominium Act, relating to Oceans West One Condominium, physically located at One Oceans West Boulevard, Daytona Beach Shores, Florida. Place a check in the column by each item received. If an item does not apply, place "N/A" in the column.

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

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

Executed this _____ day of _____, 19___.

_____
Purchaser

_____
Purchaser

ESCROW AGREEMENT

OCEANS WEST ONE, A CONDOMINIUM

EXHIBIT 14

199.

ESCROW AGREEMENT

THIS AGREEMENT made and entered into this 1st day of June, 1983.

By and Between OCEANS ONE WEST, INC., a Florida corporation, hereinafter referred to as "Developer",

And BELLEMEAD SHORES, INC., a Florida corporation, a real estate broker registered under Chapter 475, Florida Statutes, 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, hereinafter referred to as "Escrow Agent".

W I T N E S S E T H :

WHEREAS, Developer is the owner of Oceans West One, A Condominium, at One Oceans West Boulevard, Daytona Beach Shores, Florida; and

WHEREAS, the construction, furnishing and landscaping of said condominium is complete; and

WHEREAS, Developer is offering condominium units in said Oceans West One Condominium for sale under contract and is accepting deposits under said contracts; and

WHEREAS, Developer desires to enter into an escrow agreement defining the terms and conditions under which deposits made pursuant to said contracts are to be held.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable considerations, IT IS AGREED between the parties as follows:

1. All deposits under an Oceans West One Condominium Purchase Agreement between Oceans One West, Inc., as Developer, and individual buyers shall be in the amount shown on the Purchase Agreement. All deposits so received from purchasers shall be paid over to the Escrow Agent and deposited by Escrow Agent in a common escrow account in a Bank or Savings and Loan Association whose deposits are insured by an agency of the United States Government to be held under the terms of this Agreement. Developer shall deliver to the Escrow Agent with the deposit an executed copy of the Purchase Agreement.

2. The Escrow Agent will provide a receipt to the purchaser under the Purchase Agreement acknowledging receipt of the funds to be held in escrow under this Agreement.

3. The parties hereto agree that the Escrow Agent will hold such deposits in escrow under the following terms and conditions:

a. Escrow Agent will within a reasonable time after Buyer's check for the deposit under the Oceans West One Condominium Purchase Agreement has cleared, deposit the same in a Bank or Savings and Loan Association in the State of Florida. Escrow agent may at its election place said funds in an interest bearing account.

200.

b. Any interest shall be paid over to or credited to Buyer in the following instances:

(1) Buyer properly terminates this Agreement pursuant to the terms of the Condominium Purchase Agreement or pursuant to Chapter 718, Florida Statutes, in which event the deposit of Buyer held by the Escrow Agent, together with any interest accrued thereon less any penalty which may be charged in the event the funds are placed in a time account shall be paid to Buyer within forty-five (45) days of such termination.

(2) Any interest earned on said deposit, along with the deposit, shall be credited to Buyer at closing as part payment toward the purchase price.

c. Any interest shall be paid over to or credited to Developer in the following instances:

(1) Any interest earned on said deposit, along with the deposit, shall be paid over to Developer in the event Buyer defaults in the performance of this Agreement.

d. In the event there is a dispute between Buyer and Developer, the Buyer may so notify the Escrow Agent and may file a complaint with the Division of Florida Land Sales and Condominiums pursuant to said Division's Rule 7D-19.02, in which event the Escrow Agent shall not release the deposit or interest accrued thereon to Developer or to Buyer until the dispute is settled by agreement between the Buyer and Developer, or resolved to the satisfaction of said Division, or resolved by a Court of competent jurisdiction. The deposit and interest accrued thereon shall be paid according to the manner in which the dispute is resolved.

e. The full deposit, together with all accrued interest, shall be paid over to the Developer at the time of closing and the Developer will credit the deposit and all accrued interest as payment by the Buyer against the purchase price.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

OCEANS ONE WEST, INC.

By: _____
Vice President

BELLEMEAD SHORES, INC.

By: _____
President

RECEIPT FOR CONDOMINIUM DOCUMENTS

OCEANS WEST ONE, A CONDOMINIUM

EXHIBIT 15

201.

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items checked below, as required by the Condominium Act, relating to Oceans West One Condominium, physically located at One Oceans West Boulevard, Daytona Beach Shores, Florida. Place a check in the column by each item received. If an item does not apply, place "N/A" in the column.

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Lease of Recreational and Other Facilities to be Used by Unit Owners with other Condominiums (See 718.503(2)(h))	N/A
Description of Management for Single Management of Multiple Condominiums (See 718.503(2)(k))	N/A
Conversion Inspection Report	N/A
Plot Plan	
Floor Plan	
Survey of Land and Graphic Description of Improvements	
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Plans and Specifications	MADE AVAILABLE

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Executed this _____ day of _____, 19___.

_____
Purchaser

_____
Purchaser

[illegible] copy of the original document which was recorded on April 25, 1994 at 8:36 a.m. in Official Records Book 3916, Page 2350 through 2353, inclusive, of the Public Records of Volusia County, Florida.

Prepared by: J. Doyle Tomlinson, of
Return to: KINSEY VINCENT PYLE, P.A.
150 South Palmetto Avenue, Box A
Daytona Beach, Florida 32114

Easement Deed

KNOW ALL MEN BY THESE PRESENTS: That Oceans West Homeowners Association, Inc., ("OWHOA"), a Florida corporation, whose address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, in consideration of Ten ($10.00) Dollars and other valuable consideration paid, receipt of which is hereby acknowledged, does create and impose a series of perpetual and exclusive easements upon those portions of the property described on attached Exhibit "A" in favor of The Oceans Cloverleaf North Condominium Association, Inc. and the record owners of the individual 05 Units, Wings A and the individual 04 and 05 Units, Wing B, of The Oceans Cloverleaf North Condominiums created by the Declaration of Condominium of The Oceans Cloverleaf North Condominiums, recorded the 25th day of April, 1994, at Official Records Book 3916, Page 2300, Public Records of Volusia County, Florida.

WITNESSETH:

A. OWHOA is the owner of the land located in Volusia County, Florida described as follows:

See Attached Exhibit "A"

B. Portions of the common elements of The Oceans Cloverleaf North Condominiums and portions of individual 05 Units, Wings A and the individual 04 and 05 Units, Wing B, of The Oceans Cloverleaf North Condominiums encroach upon the above described property in the manner and to the extent shown on attached Exhibit "B"; and

C. OWHOA has agreed to grant a perpetual and exclusive easement over and upon the property described in the attached Exhibit "A".

NOW THEREFORE: OWHOA hereby grants to The Oceans Cloverleaf North Condominium Association, Inc. and to the record owners of individual 05 Units, Wings A and the individual 04 and 05 Units, Wing B, of The Oceans Cloverleaf North Condominiums their licensees, agents, successors and assigns, the perpetual and exclusive easements, more specifically described as follows:

Unit 205A is granted an easement over the portion of Unit 205A which encroaches upon the OWHOA property;
Unit 305A is granted an easement over the portion of Unit 305A which encroaches upon the OWHOA property;
Unit 405A is granted an easement over the portion of Unit 405A which encroaches upon the OWHOA property;
Unit 505A is granted an easement over the portion of Unit 505A which encroaches upon the OWHOA property;
Unit 605A is granted an easement over the portion of Unit 605A which encroaches upon the OWHOA property;
Unit 705A is granted an easement over the portion of Unit 705A which encroaches upon the OWHOA property;

Unit 104B is granted an easement over the portion of Unit 104B which encroaches upon the OWHOA property;
Unit 105B is granted an easement over the portion of Unit 105B which encroaches upon the OWHOA property;
Unit 204B is granted an easement over the portion of Unit 204B which encroaches upon the OWHOA property;
Unit 205B is granted an easement over the portion of Unit 205B which encroaches upon the OWHOA property;
Unit 304B is granted an easement over the portion of Unit 304B which encroaches upon the OWHOA property;
Unit 305B is granted an easement over the portion of Unit 305B which encroaches upon the OWHOA property;
Unit 404B is granted an easement over the portion of Unit 404B which encroaches upon the OWHOA property;
Unit 405B is granted an easement over the portion of Unit 405B which encroaches upon the OWHOA property;
Unit 504B is granted an easement over the portion of Unit 504B which encroaches upon the OWHOA property;
Unit 505B is granted an easement over the portion of Unit 505B which encroaches upon the OWHOA property;
Unit 604B is granted an easement over the portion of Unit 604B which encroaches upon the OWHOA property;
Unit 605B is granted an easement over the portion of Unit 605B which encroaches upon the OWHOA property;
Unit 704B is granted an easement over the portion of Unit 704B which encroaches upon the OWHOA property;

Unit 705B is granted an easement over the portion of Unit 705B which encroaches upon the OWHOA property; and

The Oceans Cloverleaf North Condominium Association, Inc. is granted an easement over the portion of common elements of The Oceans Cloverleaf North Condominiums which encroach upon the OWHOA property.

IN WITNESS WHEREOF, the undersigned has executed the foregoing Easement Deed the day and year first above written.

Signed, sealed and delivered in our presence:

Anthony Ulmino
Typed or printed name: ANTHONY ULMINO

J. Doyle Tumbleson
Typed or printed name: J. DOYLE TUMBLESON

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

By: R. Don Henderson (Seal)
R. Don Henderson, President

COUNTY OF VOLUSIA
STATE OF FLORIDA

I HEREBY CERTIFY that on this day of April, 1991, before me, an officer duly qualified to take acknowledgements, personally appeared: R. Don Henderson, President of Oceans West Homeowners Association, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

J. Doyle Tumbleson NOTARY PUBLIC
Typed or printed J. Doyle Tumbleson COMMISSION EXPIRATION: *SEAL*

OFFICIAL SEAL
J. DOYLE TUMBLESON
My Commission Expires
Dec. 19, 1995
Comm. No. CC 184812

Exhibit "A"
LEGAL DESCRIPTION

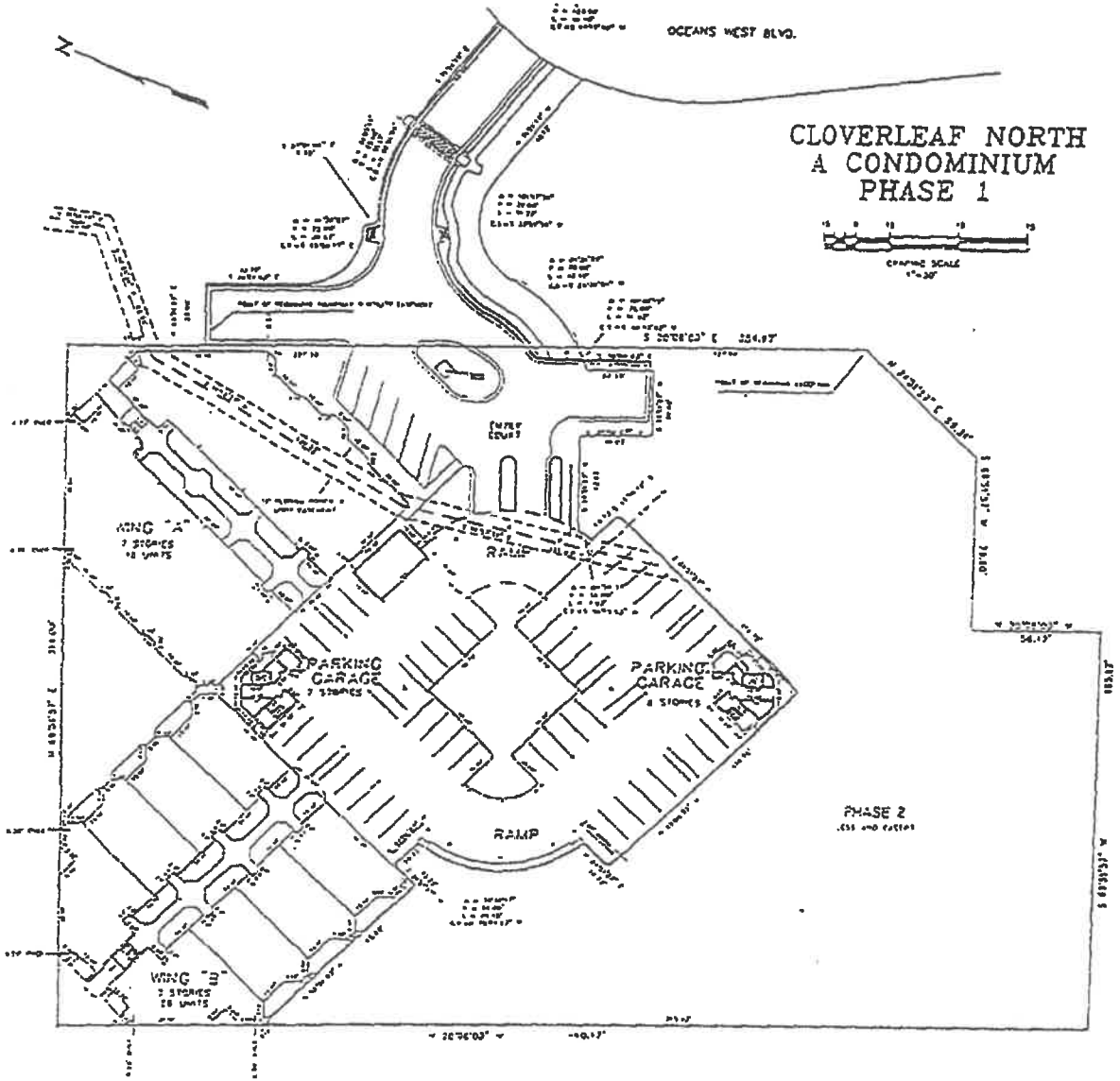
A 0.5 FOOT EASEMENT OVER A PORTION OF OCEANS WEST, A PLANNED UNIT DEVELOPMENT, AMENDED PLAT, AS RECORDED IN MAP BOOK 39, PAGES 6 THRU 11, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING NORTHERLY AND WESTERLY OF CONDOMINIUM TRACT 4, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF CONDOMINIUM TRACT 4, OCEANS WEST, A PLANNED UNIT DEVELOPMENT, AMENDED PLAT, THENCE N20°08'03" W ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID TRACT 4 A DISTANCE OF 0.50 FEET; THENCE S69°51'57" W AND PARALLEL TO THE NORTH LINE OF SAID TRACT 4 A DISTANCE OF 314.50 FEET; THENCE S20°08'03" E AND PARALLEL TO THE WEST LINE OF SAID TRACT 4 A DISTANCE OF 95.24 FEET; THENCE N69°51'57" E A DISTANCE OF 0.50 FEET TO A POINT ON THE SAID WEST LINE OF TRACT 4, THENCE N20°08'03" W ALONG SAID WEST LINE A DISTANCE OF 94.74 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 4; THENCE N69°51'57" E ALONG SAID NORTH LINE A DISTANCE OF 314.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.005 ACRES AND OR 204.62 SQUARE FEET.

MAP BOOK PAGE

EXHIBIT "B"

CLOVERLEAF NORTH
A CONDOMINIUM
PHASE 1



AS BUILT SURVEY PREPARED BY:
DURHAM ASSOCIATES, INC.
2990 S. ATLANTIC AVE.
DAYTONA BEACH SHORES, FL.

BOUNDARY / FIRST FLOOR PARKING

SECOND

AMENDED AND RESTATED

BY-LAWS

OF

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not For Profit
under the laws of the State of Florida)

ARTICLE I

Section 1. - Identity. These are the By-Laws of the Oceans West Homeowners Association, Inc., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State, State of Florida. The Association has been organized for the purpose of administering a homeowners association which is identified by the name Oceans West Homeowners Association whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, upon lands in Volusia County, Florida described on Exhibit A attached hereto. There may be units outside the confines of the property described in Exhibit A subject to the lien rights of the Association and granted the right to use the common areas of the Planned Unit Development.

Section 2. The office of the Association shall be 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, or at such other address as may from time to time be designated by the Board of Directors.

Section 3. The fiscal year of the Association shall be the calendar year.

Section 4. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

(impression of seal)

ARTICLE II

Membership, Voting, Majority of Owners, Quorum, Proxies

Section 1. - Membership. The owners of each Unit, subject to the lien rights of the Association and granted the right to use the common areas, whether inside or outside of the boundaries of the property on Schedule A, shall automatically be members of the Association as provided in the Declaration.

Section 2. - Voting. Voting shall be based on unit ownership as provided for in the Articles of Incorporation and Declaration and each member shall be entitled to one vote, except that where a unit is owned by the Association no vote shall be allowed for such unit. There shall be a total of 990 votes. The Developer shall be entitled to cast the vote for each unit whether constructed or not which has not been sold and titled out to a buyer. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. 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. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 3. - Majority of Owners. As used in these By-Laws, the term "Majority of Owners" shall mean those owners including Developer holding a majority of the votes in accordance with the votes as assigned in the Articles of Incorporation and Declaration.

Section 4. - Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 3 of this Article shall constitute a quorum.

Section 5. - Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

ARTICLE III

Administration

Section 1. - Association Responsibilities. The owners of the units, and the Developer, being all of the members of this non-profit corporation, will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the development, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project.

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

SECOND

AMENDED AND RESTATED

BY-LAWS

OF

OCEANS WEST HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not For Profit
under the laws of the State of Florida)

ARTICLE I

Section 1. - Identity. These are the By-Laws of the Oceans West Homeowners Association, Inc., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State, State of Florida. The Association has been organized for the purpose of administering a homeowners association which is identified by the name Oceans West Homeowners Association whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, upon lands in Volusia County, Florida described on Exhibit A attached hereto. There may be units outside the confines of the property described in Exhibit A subject to the lien rights of the Association and granted the right to use the common areas of the Planned Unit Development.

Section 2. The office of the Association shall be 2990 South Atlantic Avenue, Daytona Beach Shores, Florida, or at such other address as may from time to time be designated by the Board of Directors.

Section 3. The fiscal year of the Association shall be the calendar year.

Section 4. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

(impression of seal)

ARTICLE II

Membership, Voting, Majority of Owners, Quorum, Proxies

Section 1. - Membership. The owners of each Unit, subject to the lien rights of the Association and granted the right to use the common areas, whether inside or outside of the boundaries of the property on Schedule A, shall automatically be members of the Association as provided in the Declaration.

Section 2. - Voting. Voting shall be based on unit ownership as provided for in the Articles of Incorporation and Declaration and each member shall be entitled to one vote, except that where a unit is owned by the Association no vote shall be allowed for such unit. There shall be a total of 990 votes. The Developer shall be entitled to cast the vote for each unit whether constructed or not which has not been sold and titled out to a buyer. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. 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. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 3. - Majority of Owners. As used in these By-Laws, the term "Majority of Owners" shall mean those owners including Developer holding a majority of the votes in accordance with the votes as assigned in the Articles of Incorporation and Declaration.

Section 4. - Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 3 of this Article shall constitute a quorum.

Section 5. - Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

ARTICLE III

Administration

Section 1. - Association Responsibilities. The owners of the units, and the Developer, being all of the members of this non-profit corporation, will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the development, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project.

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

Section 3. - Annual Meeting. The annual members meeting of the Association shall be held at 8:00 o'clock P.M. on the first Tuesday in November in each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Unit owners meet at least once in each calendar year and such meeting shall be the annual meeting.

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 twenty-five (25%) percent of the owners and having been presented to the Secretary. 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 votes present, either in person or by proxy.

Section 5. - Notice of Meetings. It shall be the duty of the Secretary to mail to each unit owner and to post at a conspicuous place on the common property 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, at least fourteen (14) days prior to such meeting. The post office certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of meetings in writing prior to, at or after said meeting, which waiver shall be filed as part of the minutes of the meeting.

Section 6. - Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either by proxy or in person, may adjourn the meeting to a time not more than seventy-two (72) hours from the time the original meeting was called.

Section 7. - Order of Business. At annual members' meetings and as far as practical at other members' meetings, the order of business shall be:

a. Election of chairman of meeting
b. Calling of the roll and certifying of proxies
c. Proof of notice of meeting or waiver of notice
d. Reading and disposal of any unapproved minutes
e. Reports of officers
f. Reports of committees
g. Election of directors
h. Unfinished business
i. New business
j. Adjournment.

Section 8. - Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of the Association and Board of Directors meetings when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

Section 9. - Indemnification of Directors and Officers. The Association shall indemnify any and all persons who may serve or who have served at any time as directors or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlements (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them, or any of them, by reason of having been directors or officers, or a director or officer of the Association, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance, or malfeasance, in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, by-law, agreement, vote of members, or otherwise.

ARTICLE IV

Board of Directors

Section 1. - Number and Qualifications. The number and qualifications of Directors shall be determined as provided in this Section.

a. The initial Board of Directors of the Association consists of three (3) persons appointed by the Developer.

b. The number of Directors shall be automatically increased to fifteen (15) when the first of the following two conditions occurs:

(1) Within four (4) months after 743 living units (that is, seventy-five percent [75%] of the 990 authorized living units) have been conveyed to unit owners other than Developer; or

(2) Twelve (12) years after the first unit has been conveyed to a unit owner other than Developer.

c. All Directors, except those designated by the Developer in accordance with these By-Laws, must be owners of living units subject to the lien rights of the Association.

d. Directors, except those designated by the Developer in accordance with these By-Laws, shall be allocated as equally as possible among each condominium subject to the lien rights of the Association, on the basis of the number of living units in each condominium, in the ratio that the number of living units in each condominium bears to the total number of living units subject to the lien rights of the Association.

e. Within four (4) months after 743 living units (that is, seventy-five percent [75%] of the 990 authorized living units) have been conveyed to unit owners other than Developer, then:

(1) Six (6) Directors, who need not be unit owners, shall be appointed by the Developer; and

(2) Nine (9) Directors, all of whom must be owners of living units subject to the lien rights of the Association, shall be nominated and elected by unit owners other than the Developer in the manner provided in Section 2 below.

f. Within four (4) months after 891 living units (that is, ninety percent [90%] of the 990 authorized living units) have been conveyed to unit owners other than Developer, all fifteen (15) Directors shall be nominated and elected by unit owners in the manner provided in Section 2 below.

Section 2. - Nomination and Election of Directors. When the membership of the Board is increased to fifteen (15) Directors, Directors who are not appointed by the Developer shall be nominated and elected in the following manner:

a. Each condominium subject to the lien rights of the Association shall nominate and elect the number of Directors allocated to it pursuant to Section 1 above, in such manner as the Board of Directors of each such condominium shall determine at least fifteen (15) days prior to the annual meeting of the Association.

b. If a condominium subject to the lien rights of the Association fails to nominate and elect the Directors allocated to it at least fifteen (15) days prior to the annual meeting of the Association, then the vacancies in the Board of Directors occurring as a result shall be filled by the Directors taking office at the annual meeting of the Association subject to the provisions of Section 6 below.

c. Except as to vacancies occurring as a result of removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 3. - Term. The term of each Director's office shall commence with the annual meeting and shall extend until a successor is duly elected and qualified at the next annual meeting of the members, or until the Director is removed in the manner elsewhere provided.

Section 4. - 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.

Section 5. - Other Duties. In addition to the duties imposed by these By-Laws or by the resolutions of the Association, the Board of Directors shall be responsible for the following:

a. Shall comply with all the terms and conditions of the Declaration.

b. Care and upkeep of the common elements and facilities.

c. Collection of monthly assessments from the owners. The Association may bill each condominium association monthly the total for all of its unit members.

d. Employ, dismiss, and control the personnel necessary for the maintenance and operation of the project, the common areas and facilities.

Section 6. - Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by vote of the owners as herein provided shall be filled by the vote of the majority of the remaining Directors. The successor shall be an owner of a living unit in the condominium which elected the Director replaced 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 the annual or any special meeting of the members duly called for that purpose, or by agreement in writing, any one or more of the directors may be removed with or without cause by a majority vote of all unit owners attending such meeting and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting. A meeting to remove a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners and such notice shall state the purpose of the meeting.

Section 8. - Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the Directors at the annual meeting and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided 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 four (4) 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 time set for such meeting.

Section 10. - Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the meeting 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 (3) directors.

Section 11. - Waiver of Notice. Before, at or after 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 Directors' 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. - Notice of Board of Directors Meetings to Unit Owners. Notwithstanding any other provision of these By-Laws, all meetings of the Board of Directors shall be open to all unit owners and notices of meetings shall be posted at a conspicuous place on the condominium property forty-eight (48) hours in advance of the meeting for the attention of unit owners except in an emergency.

Section 14. - Fiduciary Relationship. The directors of the Association shall have a fiduciary relationship to the unit owner.

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 the Board of Directors and all of whom shall be members of 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. The officers of the Association shall have a fiduciary relationship to the unit owners.

Section 2. - Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational 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 the 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 in a book in a businesslike manner the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, all of which minutes shall be available for inspection by unit owners and Board members at all reasonable times; such minutes shall be retained for a period of not less than seven (7) years; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all of 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 in accordance with good accounting practices which shall be open to unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such accounting records shall include a record of all receipts and expenditures, an account for each unit which shall designate the name and address of the unit owners, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due. He shall be responsible for the deposit of all monies 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.

Section 8. - Fidelity Bonding. Officers or employees of the Association who control or disburse funds of the Association may at the discretion of the Board of Directors be covered by a fidelity bond in such amount as the Board of Directors may determine is adequate to safeguard the funds of the Association.

ARTICLE VI

Fiscal Management

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

Section 1. - Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under classification as shall be appropriate, all of which expenditures shall be common expenses.

Section 2. - Budget. The Board of Directors shall adopt a budget for each calendar year. A copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which the meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners.

Section 3. - Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 10 preceding the year for which the assessments are made. Such assessment shall be payable in twelve (12) equal monthly installments on the 1st day of each month commencing on January 1 of the year for which the assessment is made. Such assessment may be billed to the condominium association for all units paying assessments in that condominium monthly, quarterly or annually. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended by the Board of Directors. Assessments shall be paid monthly, quarterly or annually and in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any funds remaining at the end of the year or at the direction of the Board of Directors may be applied to reduce the assessment for the following year.

Section 4. - Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 5. - Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 6. - Additional Assessments. Additional assessments may be made, upon affirmative vote of a majority of the unit owners, to establish reserves for capital improvements. Such funds are to be earmarked for specific capital improvements and are to be considered as contributions of capital.

Section 7. - Legal Action, Requirement to Notify Unit Owners. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

ARTICLE VII

Obligations of the Owners

Section 1. - Assessments. Owners are obligated to pay monthly assessments imposed by this Association against their respective units to meet all project communal expenses, whether billed direct by this Association or through the condominium association and billed as part of its assessment.

Section 2. - Use of Common Areas and Facilities. An owner shall not place or cause to be placed in common areas and facilities, obstructions or objects of any kind.

Section 3. - Rules of Conduct. The Board of Directors of the Association may adopt Rules and Regulations governing the conduct of unit owners in accordance with the provisions of these By-Laws.

ARTICLE VIII

Rules and Regulations, Committees

Section 1. - Adoption. The Board of Directors of the Association shall have the power by a two-thirds vote of all of the members of the Board of Directors, to adopt Rules and Regulations for the operation of the golf course, for the use of Association property and governing the conduct of the unit owners.

Section 2. - Committees. The Board of Directors of the Association shall have the power, by a two-thirds vote of all of the members of the Board of Directors, to adopt rules and regulations establishing committees for the following purposes:

a. Budget
b. Golf course
c. Parking and traffic control
d. Such other purposes as the Board of Directors may establish

The Board of Directors may establish by resolution the purpose of each committee, outline its mission and its authority, and determine the number of members to serve on the committees and their qualifications and appoint the members of such committees who shall serve at the pleasure of the Board of Directors.

ARTICLE IX

Enforcement

Section 1. - Review Committee. The committee whose duty it is to enforce the terms and provisions of the Declaration and the Articles of Incorporation of Oceans West Homeowners Association, Inc., these By-Laws and the Rules and Regulations adopted by the Board of Directors, is hereby created and established to be known as the Oceans West Homeowners Association Review Committee.

a. Composition. The Oceans West Homeowners Association Review Committee shall consist of five (5) members, all of whom shall be unit owners and at least one (1) of whom shall be a member of the Board of Directors of the Association. The members of the committee shall be appointed by the Board of Directors and shall serve for a term of one (1) year and thereafter until their successor is appointed. The committee shall elect from its members its own chairman and its own secretary who shall keep minutes of all proceedings of the committee.

b. Duty to Investigate. It shall be the duty of the committee to investigate any alleged violation of the terms and provisions of the Declaration, the Articles of Incorporation of Oceans West Homeowners Association, Inc., these By-Laws and the Rules and Regulations adopted by the Board of Directors of the Association. Alleged violations may be brought to the committee by a complaint in writing signed by a unit owner and referred to the committee by the Board of Directors, or the committee may act upon its own motion.

c. Written Complaint. An action under this section may be initiated upon the filing of a written complaint by any member of the Association or by any officer or member of the Board of Directors with the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Declaration, Articles of Incorporation,

By-Laws or Rules and Regulations which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

d. Service of Complaint. Upon the filing of the complaint, the Board shall serve a copy thereof on the respondent by any of the following means: (1) personal delivery or (2) by registered or certified mail, return receipt requested, and addressed to respondent, at the address appearing on the books of the Association. Service by mailing or posting shall be deemed delivered and effective two (2) days after such posting and mailing in a regular depository of the United States mail. The complaint shall be accompanied with a post card or other written form entitled "Notice of Defense" which, when signed by the respondent, or on behalf of respondent, will constitute a notice of defense hereunder. No order adversely affecting the rights of the respondent shall be made in any case, unless the respondent shall have been served as provided herein. The matter shall then be referred to the Review Committee for hearing.

e. Notice of Hearing. Along with service of complaint, the committee shall serve a Notice of Hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. The notice to the respondent shall be substantially in the following form but may include other information:

> "You are hereby notified that a hearing will be held before the Oceans West Homeowners Association Review Committee at _____ _____, on the _____ day of _____, 19____, at the hour of _____ upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may have a court reporter present at the hearing, may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association."

If any of the parties can, within twenty-four (24) hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available the committee may reset the time and date of hearing and promptly deliver notice of the new hearing date.

f. Notice of Defense. Service of the complaint and notice of hearing shall be accompanied by a Notice of Defense.

The Notice of Defense shall state the respondent may:

(1) Attend a hearing before the committee as hereinafter provided;

(2) Object to a complaint upon the grounds that it does not state acts or omissions upon which the committee may proceed;

(3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense; or

(4) Admit to the complaint in whole or in part. In such event the committee shall meet to determine appropriate action or penalty, if any. Any objections to the form or substance of the complaint shall be considered by the committee within ten (10) days of their receipt. The committee shall make its determination and notify all parties within said ten (10) day period. If the complaint is insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the committee that the complaint is still insufficient, then the matter shall be dismissed by the committee.

g. Cease and Desist Orders. The committee may, at its own discretion, issue a cease and desist order, along with the complaint statement to respondent and Notice of Defense, such cease and desist order to be substantially in the following form:

"The Oceans West Homeowners Association Review Committee has received the attached complaint.

The committee hereby requests that you CEASE AND DESIST such acts or actions until such time, if any, as a ruling of the committee or court of law permits.

Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation."

h. Amended or Supplemental Complaints. At any time prior to the hearing date, the committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the committee shall afford the respondent a reasonable opportunity to prepare his defense thereto.

i. Discovery. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the committee or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writing and investigative reports relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or copying of

any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a petition to compel discovery with the committee. The committee shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

j. Notarized Statements. At any time ten (10) or more days prior to a hearing or a continued hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence, together with a notice as provided below. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the statements' author, his right to cross-examine such author is not afforded after request is made as herein provided; the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

k. Constraints on the Committee. It shall be incumbent upon each member of the committee to make a determination as to whether he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the committee and remove himself from the proceedings and have it so recorded in the minutes.

In any event, the respondent may challenge any member of the committee for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the committee shall meet to determine the sufficiency of the challenge. If a majority of the committee sustains the challenge, the President shall appoint a member to replace the challenged member of the committee.

l. Hearing.

(1) Whenever the committee has commenced to hear the matter and a member of the committee is forced to withdraw prior to a final determination, the remaining members shall continue to hear the case and the President shall replace the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association.

(2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against him. Even if the respondent does not testify on his own behalf, he may still be called and examined as if under cross-examination.

(3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over

objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

(4) The chairman of the committee shall serve as hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then each party is entitled to produce evidence, witnesses and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the rights to exercise any part of this process, and the committee is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected.

m. Authorized Action. At the conclusion of testimony, the committee shall deliberate the evidence. By a vote of its members, the committee shall determine whether the allegations as presented constitute a violation. If the committee concludes that a violation has taken place, it may have the following elections:

(1) Reprimand.

(2) Levying a fine in such amount as may be reasonable under the circumstances.

(3) Authorize the initiation of appropriate action.

n. Fines as Common Expense. Fines levied by the committee pursuant to this Article IX shall be considered a common expense of the member, leviable by the committee against the unit and collectible in the same manner as any other common expense of the Association.

o. Appeals. In the event either party is aggrieved by the decision or actions of the committee, procedural or final, the aggrieved party may appeal the decision or action within ten (10) days of the action to the Board of Directors who shall review the matter on the record and render a decision within thirty (30) days from the receipt of the record of the hearing.

ARTICLE X

Amendments

Section 1. - By-Laws. These By-Laws may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Association called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of two-thirds of the total number of votes to which the unit owners present and

voting shall be entitled, but not less than a majority of the total number of votes authorized. Such amendment shall be duly recorded.

ARTICLE XI

Compliance

Section 1. - Conflict with Declaration. In the event these By-Laws in any way conflict with the provisions of the Declaration, it is hereby agreed and accepted that the provisions of the Declaration will control.

The foregoing were adopted as the By-Laws of Oceans West Homeowners Association, Inc., at its membership meeting held the 1st day of June, 1981, amended June 17, 1983, December 19, 1985, and September 25, 1996, and restated to include all amendments.

This 26th day of September, 1996.

Alfred Jensen, Secretary (SEAL)

of 450 ft. to the Point of Beginning; thence South 65°33'14" West, a distance of 86.87 ft.; thence North 24°26'46" West a distance of 50 ft.; thence North 65°33'14" East a distance of 218 ft. to a point of curvature of a curve concave Westerly; thence along said curve to the left, having a radius of 25 ft.; a central angle of 90°00'00", an arc distance of 39.27 ft. to the point of tangency thereof; thence North 24°26'46" West a distance of 585 ft.; thence North 65°33'14" East a distance of 50 ft.; thence South 24°26'46" East, a distance of 212.76 ft. to the Northerly line of Lantana Street aforesaid; thence North 65°33'14" East, and along said Northerly line, a distance of 125 ft.; thence South 24°26'46" East, a distance of 70 ft.; thence South 65°33'14" West and parallel to the Northerly line of Lantana Street, a distance of 125 ft.; thence South 24°26'46" East, a distance of 302.24 ft. to a point of curvature of a curve concave Westerly; thence along said curve to the right, having a radius of 75 ft., a central angle of 90°00'00", an arc distance of 107.63 ft. to the point of tangency thereof; thence South 65°33'14" West, a distance of 131.33 ft. to the Point of Beginning.

VOLUSIA WEST

MAP BOOK 37 PAGE

A PLANNED UNIT DEVELOPMENT

Amended Plat

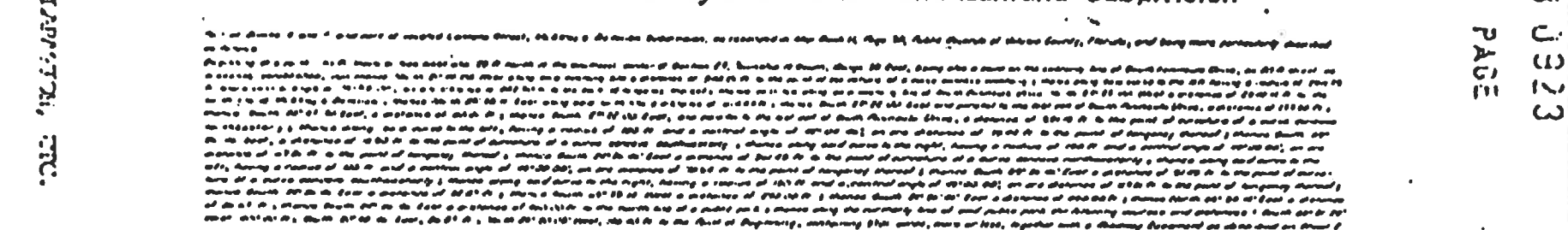
DAYTONA BEACH SHORES, FLORIDA

Section 27, Township 15 South, Range 33 East, Volusia County, Florida

A Resubdivision of McElroy's Belleview and Lantana Subdivision

AMENDED TO INCLUDE LOT 1, BLOCK 1, VOLUSIA WEST, INC.

BOOK 5463 PAGE 3323



CONDOMINIUM TRACT ONE

CONDOMINIUM TRACT TWO

CONDOMINIUM TRACT THREE

CONDOMINIUM TRACT FOUR

DEDICATION

CERTIFICATE OF CLERK

5/24/83 - Dland, Fl

S/ Ted V. Sawyer, D.C.

APPROVALS

Robert D Nelson

Robert D Nelson

Arthur J. Copeland

Flora J Murphy

Viola O. Hughes

CERTIFICATE OF SURVEYOR

Flora J. Murphy

March 2, 1983

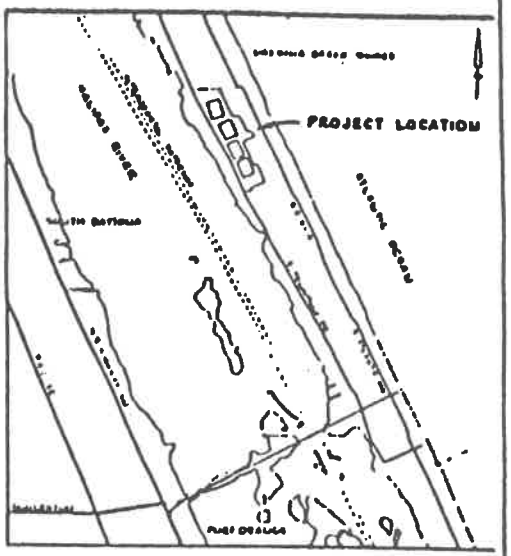
OCEANVIEW VILLAS
A PLANNED UNIT DEVELOPMENT
Amended Plat

Roadway Easement Description No. 1

[illegible]

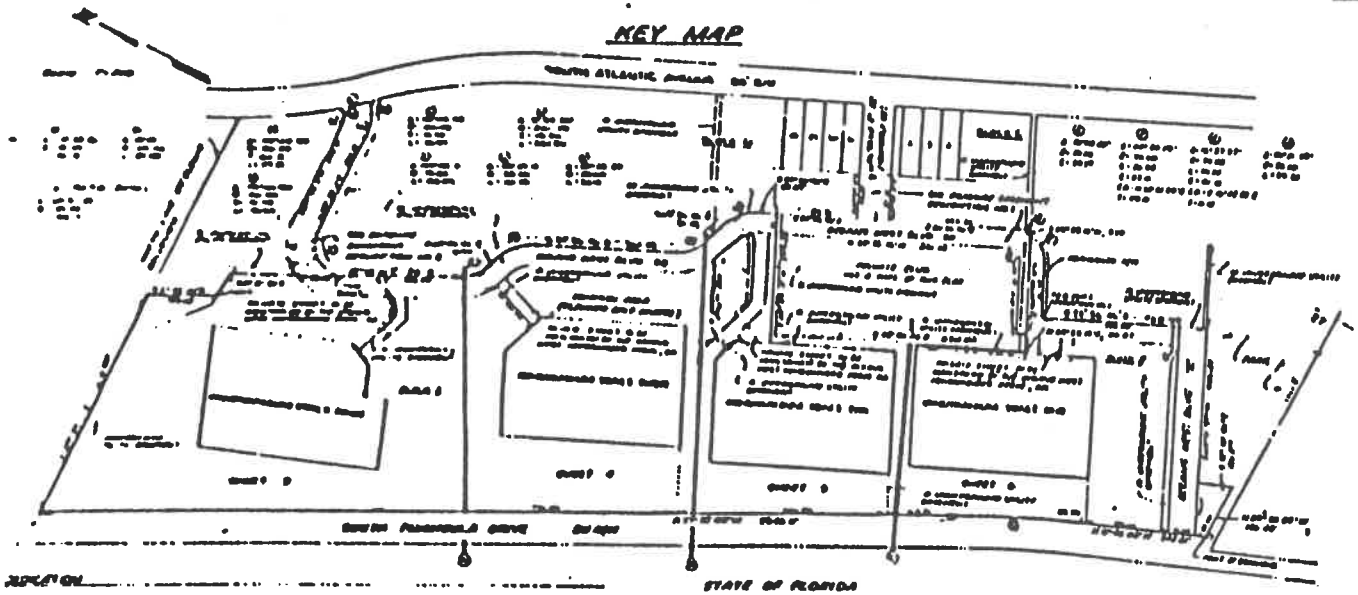
Roadway Easement Description No. 2

[illegible]



VICINITY MAP
SCALE 1" = 1000'

KEY MAP



DEDICATION

Know all men by these presents that the Oceans Racquet Club, Inc., incorporated under the laws of the State of Florida, being the owner in fee simple of certain portions of the herein shown within the road way easements and within the utility easements as shown on the attached plat entitled OCEAN VILLAS, A Partial Plat of Lot Seventy, Atlantic Park, Volusia County Florida, County of Volusia, State of Florida, does hereby dedicate those portions of its contiguous water and roadway easements and utility easements as shown on the said plat and reserves the same for such purposes as shown on said plat. The above dedications are subject to all existing easements, restrictions and reservations of record. In witness whereof, the said corporation has caused these presents to be signed by its officers and its corporate seal to be affixed hereto on this 13th day of May, A.D., 1988.

The Oceans Racquet Club, Inc.
By: A. Dan Henderson
A. Dan Henderson, President

Signed, sealed and delivered in the presence of:
Pamela C. Higgins

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of May, A.D., 1988, by A. Dan Henderson, President of The Oceans Racquet Club, Inc., a Florida corporation, on behalf of and as the act and deed of said corporation.

Notary Public
My commission expires: DECEMBER 2, 1989

DEDICATION

[illegible]

Pamela C. Higgins

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of May, A.D., 1988, by [illegible], President of Oceanview Development Corporation, a Delaware corporation, on behalf of and as the act and deed of said corporation.

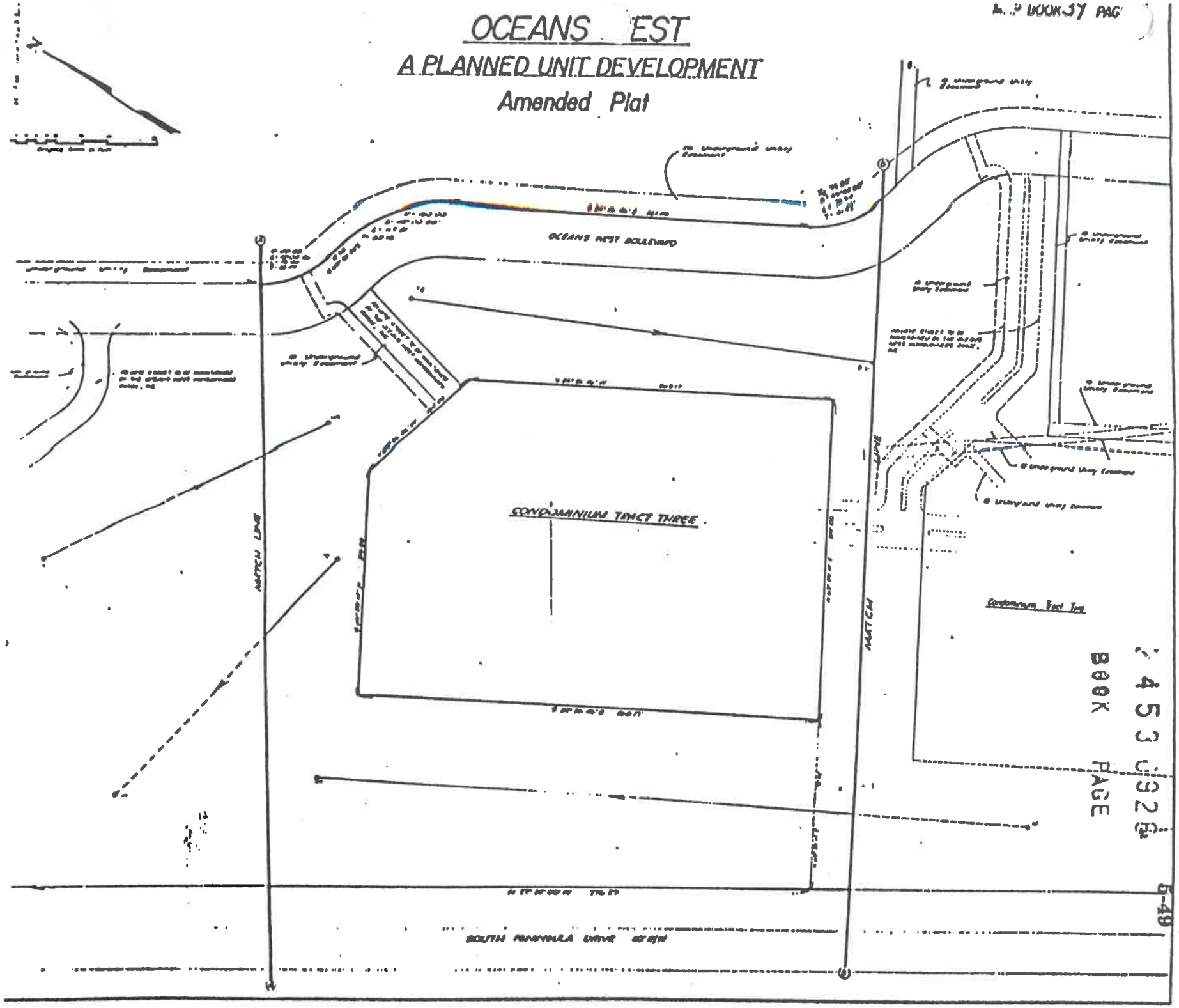
Notary Public
My commission expires: December 2, 1989

OFFICIAL RECORDS
BOOK 3324
PAGE 1

OCEANS WEST

A PLANNED UNIT DEVELOPMENT

Amended Plat



BOOK 4530 PAGE 1932

VOLUSIA WEST

A PLANNED UNIT DEVELOPMENT

Amended Plat

DAYTONA BEACH SHORES, FLORIDA

Section 27, Township 15 South, Range 33 East, Volusia County, Florida

A Resubdivision of McElroy's Bellevlew and Lantana Subdivision

MAP BOOK 37 PAGE

5483 3323

BOOK PAGE

AMENDED TO CORRECT TITLE, ETC.

CONDOMINIUM TRACT ONE

CONDOMINIUM TRACT TWO

CONDOMINIUM TRACT THREE

CONDOMINIUM TRACT FOUR

DEDICATION

CERTIFICATE OF SURVEY

5/24/85 - Dland, Fl

S/ Ted V. Sawyer, P.C.

APPROVALS

11th day of MAY

CERTIFICATE OF DEDICATION

Vera J. Murphy

Lorelei A. Hughes

STATE OF FLORIDA
COUNTY OF VOLUSIA

11th day of May

V. J. Murphy

March 2, 1982

Arthur A. Gemeinhardt

8 May 1985

[illegible] PLAT

A PLANNED UNIT [illegible] DEVELOPMENT

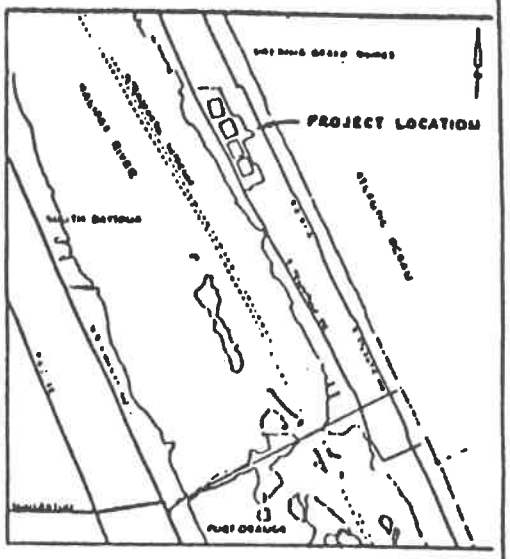
Amended Plat

Roadway Easement Description No. 1

[illegible]

Roadway Easement Description No. 2

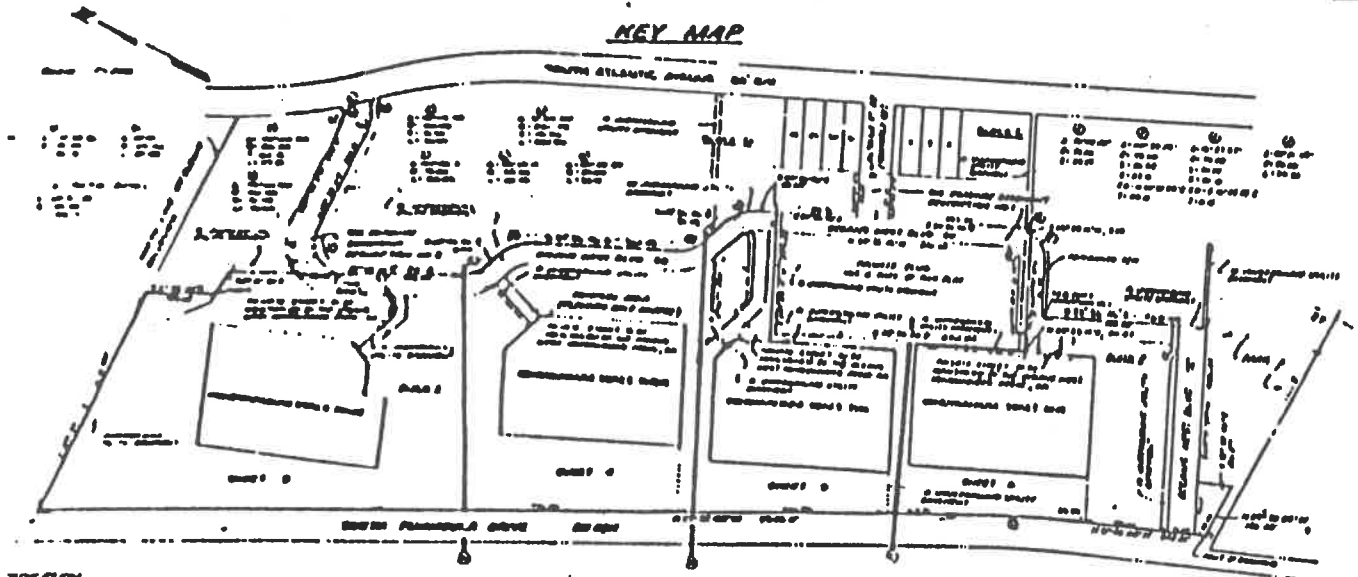
[illegible]



VICINITY MAP

SCALE 1" = 1000'

KEY MAP



DEDICATION

[illegible]

The Ocean Outpost Club, Inc.

By: [illegible]

Signed, sealed and delivered in the presence of:

[illegible]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of MAY, A.D., 1983, by [illegible], President of The Ocean Outpost Club, Inc., a Florida corporation, on behalf of said corporation.

[illegible]

My commission expires: DECEMBER 2, 1983

DEDICATION

[illegible]

Signed, sealed and delivered in the presence of:

[illegible]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of MAY, A.D., 1983, by [illegible], President of Balmoral Development Corporation, a Delaware corporation, on behalf of said corporation.

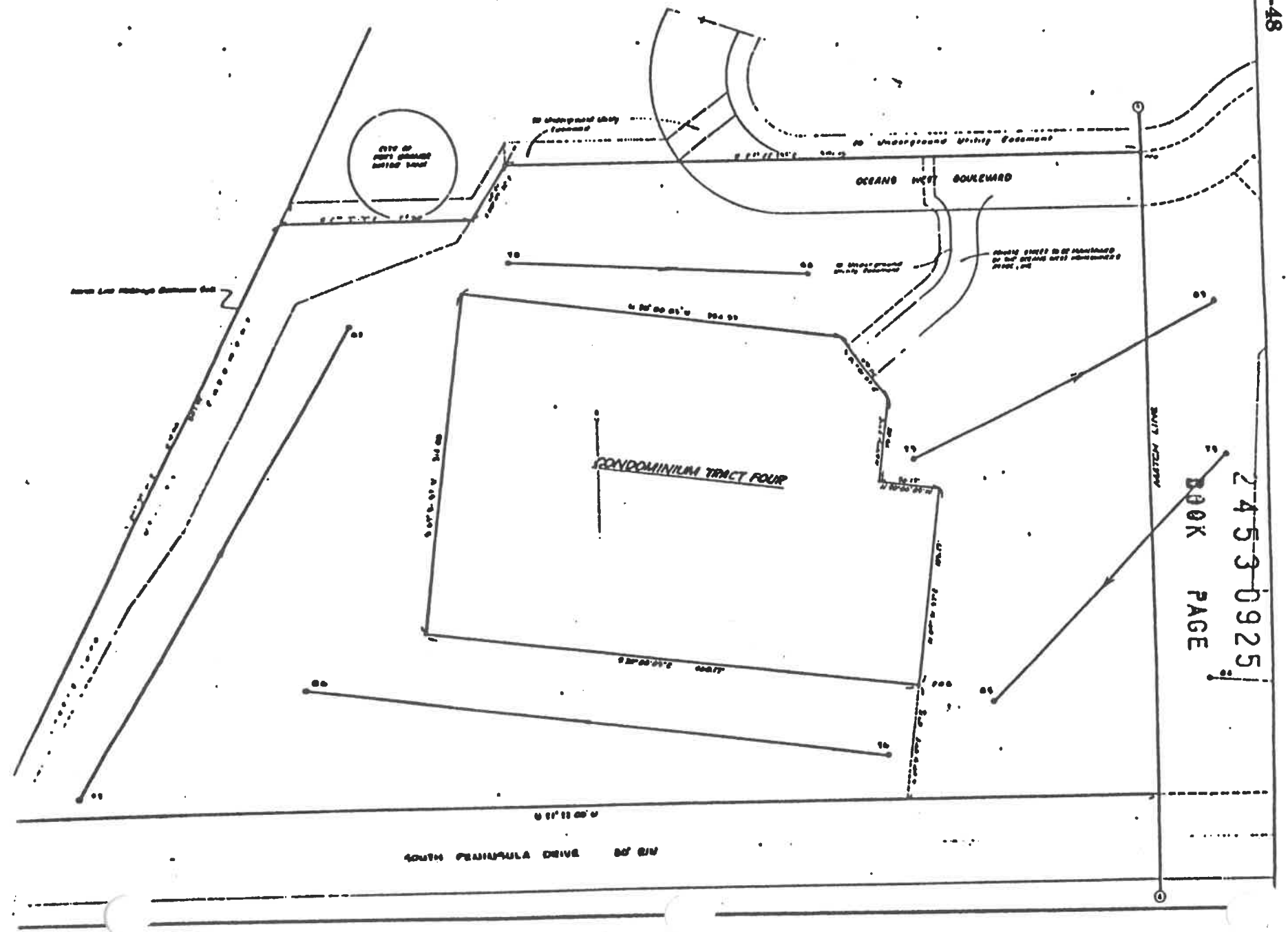
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My commission expires: December 2, 1983

PAGE 0324

A PLANNED UNIT DEVELOPMENT

Amended Plat



5-48

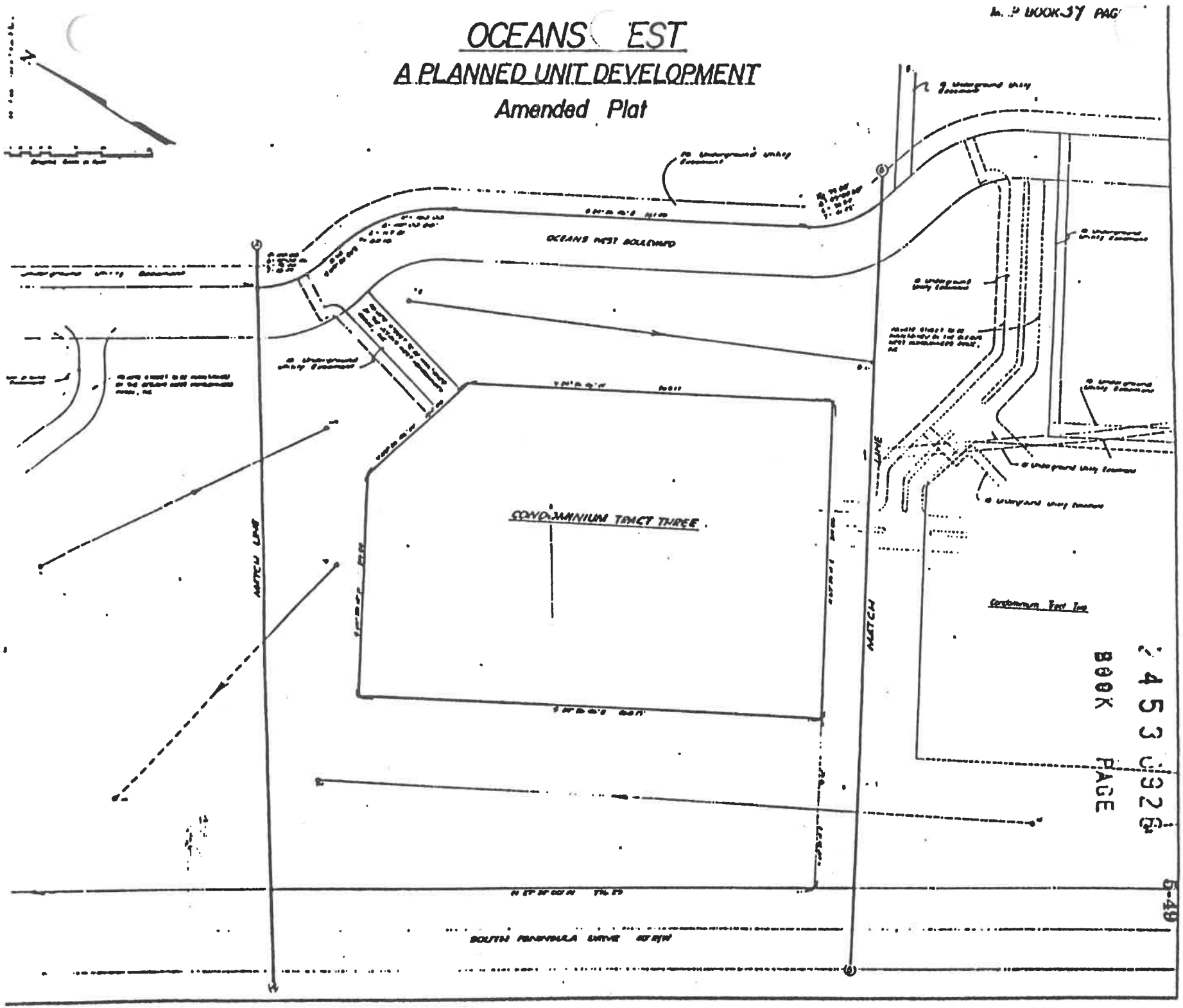
2453 0925

BOOK PAGE

OCEANS WEST

A PLANNED UNIT DEVELOPMENT

Amended Plat



BOOK 37 PAGE

2453329
BOOK PAGE

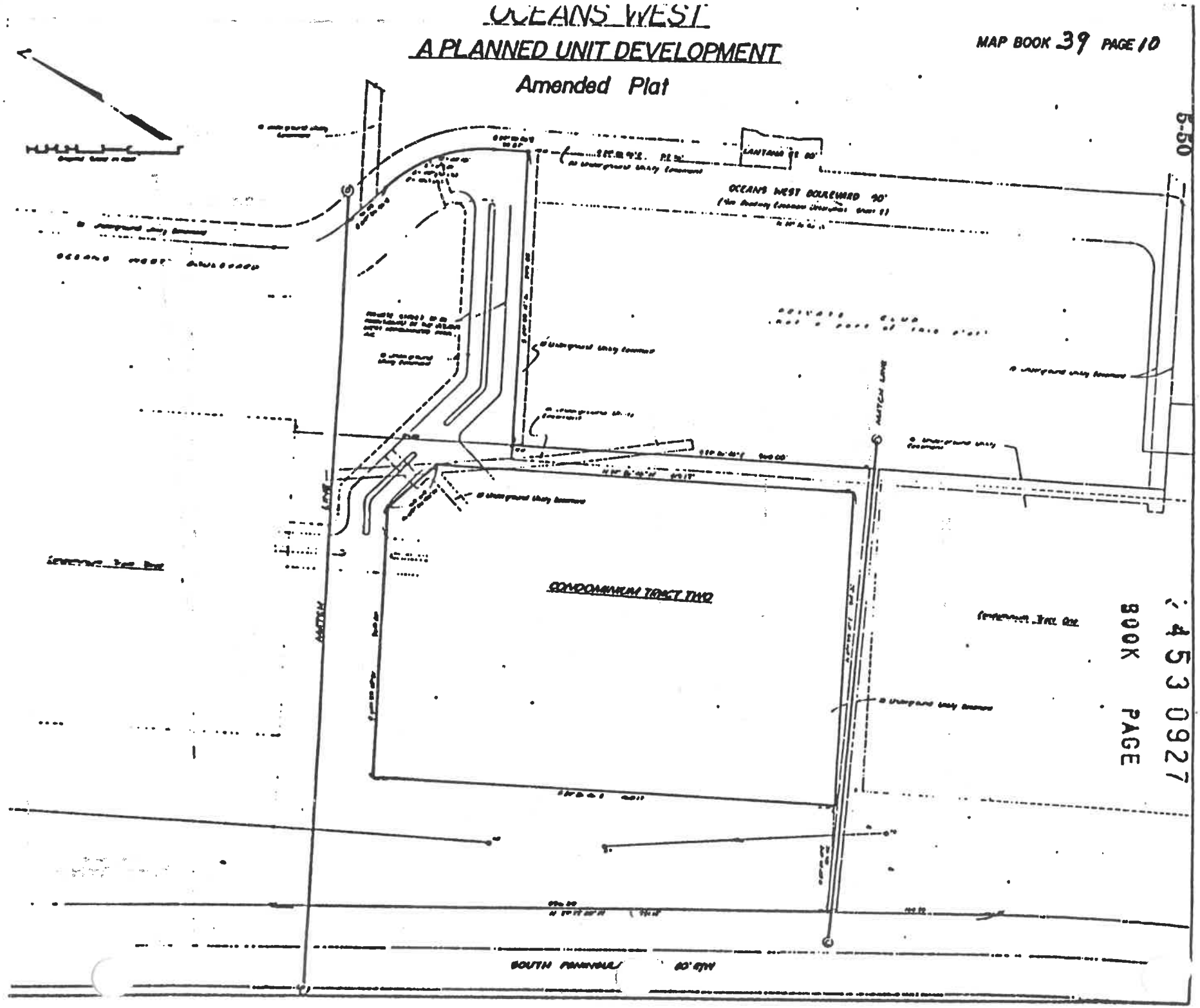
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OCEANS WEST

A PLANNED UNIT DEVELOPMENT

Amended Plat

MAP BOOK 39 PAGE 10



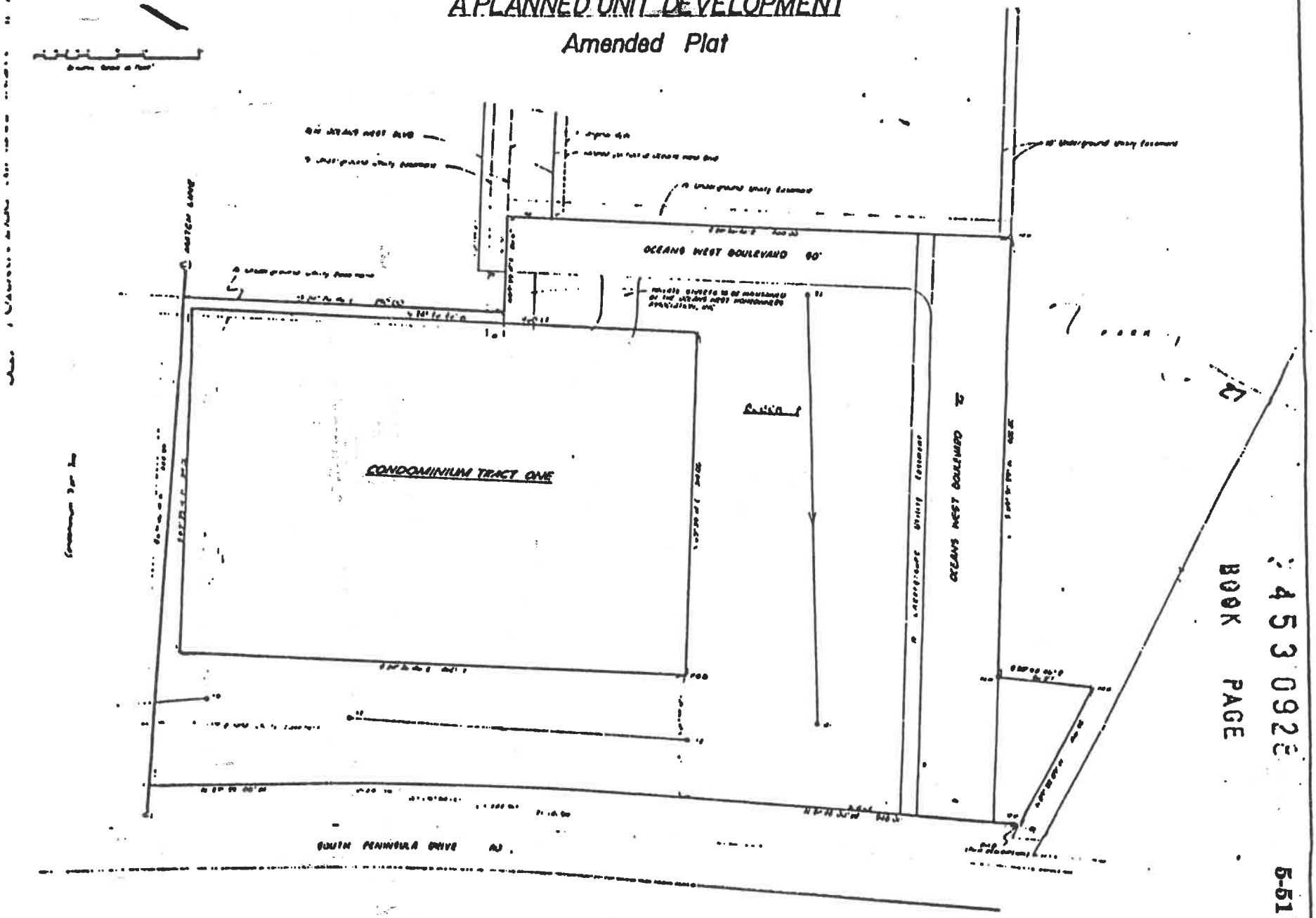
5-50

BOOK 2453 PAGE 0927

OCEANS WEST

A PLANNED UNIT DEVELOPMENT

Amended Plat



453092
BOOK PAGE
5-51

OCEANS WEST ONE

RULES

&

REGULATIONS

1. GENERAL

a. A unit owner shall be liable for the expense of any maintenance, repairs or replacement costs to common areas caused by negligence of unit occupants or guests.

b. All overnight guests must acquire a parking permit from the Association Manager in the office. These permits are available during normal business hours. If a guest will arrive outside these hours, every effort by the owner/renter should be made to obtain the permit prior to the guest arriving. If this is unable to be accomplished, a note with the make, model, color, license plate number, unit number visiting, and date vehicle will be parked should be left in the office. This can be inserted through the mail slot in the office door. If no parking permit is issued and there is no after-hours note, the unit owner/renter will be given a notice to see Association Manager within 24 hours, after which time the vehicle will be towed at owner's expense. All other guests entering facility must sign Guest Register in Lobby.

c. All rentals and all leases must be processed in accordance with RENTAL AND LEASE REGULATION-LR-1. Please see Association Manager for this information.

d. Noise; which disturbs others; (except for repairs and modifications to a unit) is prohibited at all times.

e. Repairs or modifications, inside a unit, that requires hammering, grinding, drilling or other disturbing noises, are limited to Monday thru Friday; 9:00 AM till 4:00 PM for Contractors. Owners only may do repairs or modifications on Saturday, 10:00a.m. to 4:00 p.m.

f. To assure maintenance of adequate pest control the exterminator shall be permitted entrance into each condominium unit. The Association Manager or Maintenance will accompany the exterminator into unoccupied units.

g. No sign, advertisement or illumination shall be inscribed or exposed on the outside of the condominium building or in the common areas.

h. No outside: shades, awnings or reflective material or coatings shall be fastened to the exterior of the condominium buildings.

i. Condominium unit doors shall not be left or propped open.

j. When a resident will be away from the condominium for a period of time, he or she shall make arrangements with the Post Office or another resident to hold or forward mail. Also, be sure to turn off water and raise the temperature of you A/C unit.

k. Nothing is to be left in the hallways or on elevators. This includes Grocery Carts and luggage carts. Grocery carts are to be returned to the CART CORRAL in the garage and the luggage cart returned to the garage elevator Lobby area immediately when finished.

l. Grocery carts and Golf carts are not to be brought through the lobby. For transporting heavy packages the luggage carts that are located in the storage bin rooms may be used in the lobby area. Grocery and Golf carts are to be brought into the building through an entrance to the garage.

m. Furniture, maintenance or repair equipment and building supplies shall not be brought into the building through the lobby. These items are to be brought into the building through a delivery entrance and hauled up in the FREIGHT elevator only.

n. **Furniture or other large items** can only be moved into the buildings from 9:00 AM to 4:00 PM Monday through Friday. Saturday moves are only allowed 9:00 AM until 4:00 PM for a fee of $400.00. **The Association Manager must be notified during working hours and at least one day before** furniture or other large items are due to arrive. This is necessary so that the freight elevator may be padded and so that Maintenance can unlock the loading dock doors.

o. **Outside Licensed and Insured contractors or workers such as carpet installers, plumbers, electricians, screen or window repairers, tile layers, etc.** are only allowed access into the buildings from 9:00 AM to 4:00 PM Monday through Friday. **The Association Manager must be notified during working hours and at least one day** before the contractor or workers are due to arrive. This is necessary so that the freight elevators may be padded, and so that Maintenance can unlock the loading dock doors. Under no conditions is the workers truck or delivery vehicle to be left anyplace in the garage while work is in progress. **Contractors are to give proof of license and insurance to the Association Manager before any work is to be done.**

p. All children 14 years of age or younger must be supervised by an owner or a renter while in the Social Room, The Sauna, The Exercise Room or the Swimming Pool and Garage.

q. Tar and oil and beach sand must be removed from feet and shoes in rooms adjacent to the elevators in the garage areas of each building, or at the spot just outside of the garage heading out of garage. There is a hose just over the wall to rinse off bigger items.

2. BALCONIES & WINDOWS

a. Throwing cigarettes, food or any other objects from a balcony is prohibited.

b. Hanging garments, rugs, bathing suits and similar items from the balconies is prohibited.

c. Nothing is to be hung on the balcony walls.

d. Cooking of any type on a balcony is prohibited.

3. BICYCLES

a. Bicycles are to be stored in assigned numbered bicycle storage slots only. See Association Manager for assignment. Bicycles not stored properly will be disposed of.

b. Bicycles are not permitted in the elevators or lobby.

c. Bicycle riding in the garage is not permitted except to go between the garage entrance and the bicycle storage area.

4. COMMON AREAS

a. No owner, lessee or guest shall interfere in any manner with portion of the lighting, air conditioning, or other apparatus used for the common areas.

b. The common areas (Hallways, Sidewalks, Driveways, and Stairways) shall not be obstructed or used for any purpose other than ingress or egress from a unit or the condominium. Items shall not be placed in the Hallways.

c. Toys and other items such as tricycles, skates, skateboards, scooters, etc. shall not be used in any common area of the building or on the grounds.

d. All individuals are prohibited from loitering or playing in stairways, hallways, lobbies, and elevators or garage areas.

e. When children are in the Social Room, they must be supervised by an adult at all times.

f. Eating or Drinking of any kind is prohibited in Lobbies, Elevators, Hallways and other indoor common areas other than the Social Room.

g. BEACH AND SWIMMING ATTIRE must be covered with proper cover-up when worn inside common areas. Please towel dry before entering back indoor common areas.

h. Individuals with bare feet are prohibited from using indoor common areas.

i. SMOKING IS PROHIBITED BY STATE LAW in all common areas including the ELEVATORS AND THE GARAGE.

j. Rugs shall not be beaten or shaken in stairways, hallways, or off the balconies. Dust, litter or water is not to be swept from any unit into a hall or off a balcony.

k. Storage is only permitted in an owner's storage bin

5. MAINTENANCE

a. Maintenance personnel are not to be used for personal work during their regular working hours.

b. During regular working hours maintenance personnel are only to be directed by the Association Manager.

6. GARAGE & PARKING

a. All owners must obtain an "OWO" sticker from the Association Manager. This sticker must be displayed in the lower driver side rear window.

b. Never follow another vehicle into or out of the garage. The doors are equipped with safety devices but do not take any chances. If the door closes on your vehicle you are responsible for any damage to the garage door.

c. The MAXIMUM SPEED in the garage is limited to 5 MPH.

d. Sleeping or changing clothes in a vehicle on condominium property is prohibited.

e. Each unit has a specific parking space and the Association Manager can provide the parking space number. No working or repairing your vehicle in the garage. Review Parking Regulation PK-1 for specific regulations concerning parking areas, the non-parking of boats or recreational vehicles. Check rules on when parking trailer on the upper deck is allowed. EXCEPTION: Trailers are permitted during Bike Week and Biketoberfest only.

f. Any vehicle leaking fluids needs to be removed from the property immediately and brought back only after repairs are made.

g. Children are not permitted to play in the garage.

h. There is NO PARKING along the dumpster and elevator side of the garage where it is clearly marked.

7. GUESTS & LESSEES

a. Guests and Lessees are subject to all the Rules and Regulation and Procedures of the Association.

b. Copies of these Rules and Regulations are available at the time of registration and also in the podium in the lobby.

c. Guests who do not register with the Association Manager; must be accompanied by a resident when they use the swimming pool, recreational facilities or a sauna.

d. Renters and Lessees are also subject to all the requirements of the Association Rental and Lease Regulations LR-1.

8. LAUNDRY ROOM

a. Laundry Rooms shall not be used for storage of personal items.

b. The user is responsible to see that the laundry room is clean after their use.

c. Please use no more then ¼ cup of liquid detergent or 1 detergent pod per wash load. Please remove lint from lint trap after using the dryer. After using the laundry room, turn off light and keep washing machine lid open. Set timer as on machines.

d. Laundry room doors may not be propped open. All laundry room doors must remain closed at all times.

9. SWIMMING POOL & POOL AREA

a. Rules for the use of the pool and pool area are posted on the pool house. For the comfort and enjoyment of all individuals; please read and obey the rules and regulations.

b. Pool hours are from **DAWN TILL DUSK**. Please refrain from horseplay around the pool.

c. The pool cannot be reserved for private pool parties.

d. Use of the pool is reserved for unit owners, unit renters, and lessees and registered guests.

e. Children must be supervised at all times. Parents are responsible for the conduct and safety of their children at all times.

f. Health Department & State Regulations prohibit food and glass around the immediate pool area. GLASS is prohibited on the entire recreational deck area.

g. All individuals are required to shower off sand, saltwater and tanning oils before entering the pool. There are also two rooms in the garage (A&B Tower) where sand can be washed off if coming from beach. Also, a hose outside the garage door for large items.

h. Except for personal swimming aids attached to small children and noodles; all toys, surfboards, floats and plastic items are prohibited in the pool. Small children using attached swimming aids are prohibited beyond the 5 feet depth of the pool.

i. Infants who are not toilet trained or children who wear diapers or rubber pants are not permitted in the pool.

j. Individuals using external medications or those with open cuts or contagious diseases are prohibited from using the pool.

k. Only proper (as determined by the Association Manager) bathing attire is permitted on the recreational pool deck.

l. Battery operated radios are permitted but must be kept at a low volume so as not to disturb other individuals.

m. Running, rough play or throwing any objects including balls is prohibited.

n. Individuals using suntan oils must use towels on the chairs to prevent staining of the chairs or individuals who may later use the chairs.

o. All individuals are requested to use Association provided chairs with care.

p. Please use your own or the provide containers for cigarette stubs and ashes. No smoking while in the pool or around immediate pool deck.

q. When you use an umbrella; please tie it closed when you are finished with it.

r. Children under 14; playing shuffleboard must be supervised by an adult.

s. Please return the shuffleboard equipment to the locked storage area after use. Please notify the Association Manager if any shuffleboard equipment is broken or damaged so it can be repaired or replaced before it is again going to be used.

10. PETS

a. The mature weight of each pet owned by a unit owners, a renter or lessee or a guest is limited to twenty (20) pounds.

b. Pets are prohibited on the recreational deck.

c. Except for entrance or exit from the condominium pets are not allowed in any common area. Pets must enter and leave the condominium by use of the elevators and the garage. Pets must be carried while in the elevator and through the garage. Pets cannot be carried through the lobby. Pets are not to be carried in grocery carts. Pets must be leashed at all times.

d. Daytona Beach Shores, city ordinance requires owners to clean up after their pets when on city or private property.

11. SAUNAS & EXERCISE ROOM

a. Children under 14 years: must be supervised by a parent, a unit owner or a renter or lessee while using the sauna or exercise room.

12. SECURITY

a. Entrance doors must not be opened for unknown or unidentified individuals.

b. Do not allow strangers to follow you into the building. Advise strangers to call those they wish to visit or to call the office.

c. The Association Manager is required to have a key available in the key vault for each unit. An owner, changing a lock or adding a lock on the entrance door to their unit must supply a key(s) to the manager. Also, would appreciate having any changed locks, keyed to the master. Association Manager can give information on how to get this done.

13. SOCIAL ROOM

a. The social room is for the use of all residents. Children under the age of 14; must be supervised by an adult who remains in the room at all times.

b. The social room; including the kitchen, may be reserved, through the Association Manager by an owner, a renter or a lessee for a private party. A security deposit is required. Association equipment kept in the kitchen storage room is available for use in the social room for a fee. The deposit will be returned if the condition of the room is left as it was found. The deposit will be used if it is necessary for the Association to clean the room, replace missing items or repair any damage caused during the private party. Damage to the room, furniture or the kitchen or the kitchen appliances, in excess of the deposit, will be assessed against the individual who made the reservation.

c. Private parties are to be confined to the Social Room. Eating or drinking in the halls, the elevators or the lobby is prohibited.

d. Private parties are limited to six (6) hours.

e. The individual who made the reservation is responsible for the cleaning of the Social Room when the party is over.

f. The individual who made the reservation for the party must be in attendance for the duration of the party.

14. TRASH & GARBAGE

a. The following items are NOT to be thrown in the trash chute:

- WET or RAW garbage -------(Use your disposal unit)
- Items not bagged in plastic and securely tied
- GLASS ------(place in recycle bin in garage)
- Cardboard cartons -----(Breakdown cartons and place in recycle bin in the garage)
- Disposable diapers not in plastic bags and securely tied.
- Newspapers ------ (Place in recycle bin in garage)

b. Items too large for the bins in the garage are to be stacked neatly next to the proper bin. Large items like furniture, unit rugs, flooring, need to be hauled off by contractors or delivery companies.

c. *****PLEASE do not use the trash chute between the hours of 10:00 PM and 8:00 AM ****

d. All contractors, deliverymen, and movers must dispose of their debris by removing it from the property. It is not to be placed in our dumpsters.

15. CAR WASHING

a. The car wash for Oceans West One owners and residents is open each day between the hours of 8:00 am and 8:00 pm. Cars can only be washed on the property in the designated area.

The Board of Directors may impose a fine and determine an amount they feel is necessary for any Rule or Regulation violated.

NOTE

THE ASSOCIATION MANAGER CAN BE REACHED AT 386-767-9378 FROM ANY TELEPHONE OR AT 000 FROM THE FRONT ENTRANCE PHONE

SUMMARY OF CHANGES TO PARKING RULES

1. Section A1) – removed reference to "garage card" and the word "optional",
2. Section A8) – added,
3. Section A9) – added,
4. Section C – removed last reference and placed it in Section B,
5. Section D -- removed reference to "garage card" and the word "optional" from the door opener remote,
6. Section D "Item" – removed last sentence from definition
7. Section D – re-alphabetized section,
8. Section D "Numbered Parking Spaces in the Garage" – removed last sentence,
9. Section D "Unit Owner Identification Sticker" – changed wording for better read,
10. Section D "Vehicle" – rewrote definition to only include passenger conveance,
11. Section E1) – removed reference to "garage card" and the word "optional" and added verbiage to permit purchase of extra remote controls,
12. Section E2) paragraph 2 – changed paragraph 2 of E2 to reflect new policy allowing 2 motorcycles in a spot,
13. Section E2) paragraph 5 – removed "Association Manager" and added new verbiage to reflect new policy,
14. Section E2) paragraph 7 – changed to reflect new policy,
15. Section E2) paragraph 8 – changed to reflect new policy,
16. Section E3) – changed and removed verbiage for a better read,
17. Section E4) paragraph 2 – changed and removed verbiage for a better read,
18. Section E5) paragraph 1 – changed verbiage to reflect new policy,
19. Section E8) – added,
20. Section E9) – added,
21. Appendix A – added verbiage under both graphics to allow changes, and
22. Appendix B – added verbiage under graphic to allow changes.

Oceans West One Condominium Association

One Oceans West Boulevard • Daytona Beach Shores Florida 32118 • (386) 767-9378

Oceans West One
Rule, Regulations & Procedures Manual

Parking Regulations

Procedure Number PK-1

Oceans West One Condominium Association

One Oceans West Boulevard • Daytona Beach Shores • Florida 32118 • (386) 767-9378

PROCEDURE MANUAL

OCEANS WEST ONE CONDOMINIUM ASSOCIATION

SUBJECT - Parking Regulations PK-1

Approved By_____

Print Name _____

Approved Date _____ **Effective Date** _____

Revised
Revision Approved By_____

Print Name _____

Revised Date _____ **Effective Date** _____

A. PURPOSE

The purpose of this regulation is to:

1. Establish the regulations for obtaining and use of remote control used to open the vehicle entrance door to the garage. (See Paragraph E1).

2. Establish parking regulations for the use of assigned numbered parking spaces in the garage and the use of unnumbered parking spaces on the parking deck. (See Paragraph E2).

3. Establish requirements for the identification of unit owners' vehicles that are parked in the garage or on the parking deck at the Oceans West One condominium. (See Paragraph E3).

4. Establish requirements for the identification of vehicles other than unit owners' vehicles that are parked in the garage or on the parking deck at the Oceans West One Condominium. (See Paragraph E4).

5. Establish the procedures to be followed when a vehicle is found to be improperly parked in an area other than within a numbered parking space in the garage or when two vehicles are parked in one numbered parking space in the garage. (See Paragraph E5).

6. Establish the procedures to be followed when one vehicle is found to be improperly parked within a numbered parking space in the garage. (See Paragraph E6).

7. Establish safety requirements for the use of the garage, parking deck and condominium entrance ramp. (See Paragraph E7).

8. Establish procedure and protocol for Electric Vehicle (EV) Charging Stations (See Paragraph E8).

9. Establish procedures for exceptions. (See paragraph E9)

B GENERAL

A numbered parking space in the garage is assigned to each unit. Since the original assignment, some changes in assignment have been made, either at the request of an owner or owners or at the request of the Association. Parking spaces on the parking deck are not numbered and are not assigned. Unit owners' vehicles are identified by a Unit Owner Numbered Identification Sticker. Other vehicles are identified by a Temporary Identification Sticker, or a Guest Identification Card. Guest Identification Cards are to be returned to the Association Manager at the end of a guests stay.

This procedure is incomplete without Attachment A and B.

C REFERENCE –

Declaration of Condominium, Paragraph 3. 7 (a)
Declaration of Condominium, Exhibit B, Sheet 3 and 4
Florida Statute CH. 715.07
Oceans \Vest One Condominium Bylaws Article VITI

D DEFINITIONS

Approved / Date
Signature of Secretary of Board of Directors and Date of Board of Directors meeting at which procedure was initially approved.

Association
Association as used in this procedure shall mean the Board of Directors.

Effective Date
Date that the Board of Directors established as the effective date of the procedure or revision.

Garage Door Remote Control
The garage door remote control is a portable remote control used by a resident to open the vehicle entrance garage door. This device may be purchased from the Association manager.

Guest Identification Card (See Attachment A).
As used in this regulation the Guest Identification Card is a numbered identification card issued by the Association manager, identifying a vehicle as belonging to a guest of an Oceans West One Condominium resident. The Guest Identification Card is to be hung from the rear-view mirror of a vehicle so that the printed matter may be read from outside the vehicle, while it is parked on Oceans West One property. The card identifies the vehicle while it is parked in the garage or on the parking deck. The card contains the expiration date for the use of the card and a number that identifies the unit within the condominium that the guest is visiting.

Guest Identification Register
The Guest Identification Register, maintained by the Association Manager, is a listing of all Guest Identification Cards issued and in effect. It includes the number of the assigned parking space in the garage associated with the vehicle on which the card will be used, the name of the individual to whom the card was issued, the telephone where this individual can be reached and the expiration date for the card's use. The register may be a part of a listing of units maintained by the Association Manager.

Item
An item as used in this procedure is any object other than a vehicle that is placed anywhere in the garage, on the parking deck or in the condominium loading area.

Improperly Parked Vehicle

In this procedure an improperly parked vehicle is a vehicle or other item that is parked in violation of regulations contained in Paragraph E2 of this regulation. An improperly parked vehicle may be towed away at the vehicle owner's expense. (Florida Statute CH. 715.07) and/ or action against the unit owner associated with the improperly parked vehicle (Whether the vehicle belongs to the unit owner, a renter or lessee of the unit or a guest of the unit owner) may be initiated in accordance with Article VIII (Enforcement) of the By-Laws.

Numbered Parking Spaces in the Garage

Parking spaces in the garage are numbered and assigned to specific units, within the condominium. From time to time the specific assignments are changed to accommodate changes made to the garage area or changes made upon request of owners. Owner requested permanent changes must have the approval of the owners involved before the changes are submitted to the Association for approval. Changes made in the garage assignments to accommodate changes in the garage made by the Association need not have the approval of involved owners but cannot be made so as to deprive an owner of a numbered parking space.

Revised / Date

Signature of the Secretary of Board of Directors and Date of Board of Directors meeting at which revision was approved.

Temporary Identification Register

The Temporary Identification Register, maintained by the Association Manager, is a listing of all Temporary Identification Stickers issued and in effect. It includes the number of the assigned parking space in the garage associated with the vehicle on which the card will be used, the name of the individual to whom the card was issued, the telephone number where this individual can be reached and the expiration date for the card's use. The register may be a part of a listing of units maintained by the Association Manager.

Temporary Identification Sticker (See Attachment A)

As used in this Regulation the Temporary Identification Sticker is an adhesive backed, numbered identification sticker issued by the Association Manager to a unit owner or authorized by a unit owner to be issued, identifying a vehicle as belonging to a renter or lease holder of an Oceans West One Condominium unit owner. The Temporary Identification sticker is to be affixed to the outside of the right comer of the rear window of the vehicle while it is parked on Oceans West One property. The sticker contains the expiration date for its use and also the number of the numbered parking space assigned to the unit in the condominium garage that the vehicles owner is renting or leasing Renters or lessees who ovvt1 more than one vehicle will be issued a Temporary Identification Sticker for each vehicle parking on the parking deck or using the garage.

Unit Owner Identification Sticker (See Attachment A)

As used in this procedure the Unit Owner Identification Sticker is a blue numbered sticker with adhesive on its face that when affixed to the inside of the vehicle windshield or rear window identifies the vehicle as being owned by an Oceans West One Condominium unit owner. The number on the sticker is

cross-referenced to the numbered parking space assigned to a specific unit within the condominium. This parking space number and the associated unit number are listed in the Unit Owner Vehicle Identification Register or other records maintained by the Association Manager. The sticker is issued by the Association Manager. Unit owners who own more than one vehicle are issued a sticker for each vehicle.

Unit owner Vehicle Identification Register

The Unit Owner Vehicle Identification Register, maintained by the Association Manager, is a listing of all unit. owners, their assigned parking space in the garage and their telephone number. It is therefore a listing of all owners and the number on the Vehicle Identification Sticker on the owner's vehicle. This register is used to contact the owner of a vehicle should there be a problem with the vehicle or should there be a need to move the vehicle. The register may be a part of a listing of units maintained by the Association Manager.

Vehicle

Vehicle as used in this procedure shall mean any wheeled conveyance, designed for the transportation of people, identified with a current license, for use on the roads or highways of any state or country.

Violation Warning Sticker (See Attachment B)

As used in this regulation the Violation Warning Sticker is an adhesive backed sticker that may be affixed, by the Association Manager or an individual authorized by the Manager, to use outside of the driver's side window of a vehicle that is improperly parked. (See Paragraph E2 of this regulation). The Association Manager will endeavor to locate the endeavor to locate the owner of an improperly parked vehicle before the sticker is affixed to the vehicle window.

E. PROCEDURE

1. Regulations for the obtaining and use of the Garage Door Remote Control.

The exit door does not require a remote, it will open automatically when a vehicle is in close proximity to the garage exit door.

A unit owner may also purchase additional remote-control units for operating the vehicle entrance door from a distance. These may be purchased from the Association Manager. **These controls are not returnable to the Association for a refund.**

All drivers entering or leaving the garage are urged to use extreme caution. It is dangerous to enter or leave close behind another vehicle. The doors are equipped with sensors and are not expected to close on a vehicle that Is in the doorway. However, it is recommended that all drivers use caution and exit or enter through the doors immediately after they have caused the door to open or close.

2 **Regulations for the use of numbered parking spaces in the garage, regulations for the use of the parking deck and regulations concerning the parking of vehicles or other objects in the loading dock area.**

A vehicle without a Unit Owner Numbered Identification Sticker, or a valid Temporary Parking Identification Sticker or a valid Guest Identification Card parked anywhere in the garage will be considered to be an "Improperly Parked Vehicle".

A numbered parking space in the garage can only be occupied by either: 1 vehicle licensed as a car/automobile, golf cart or truck, or no more the 2 vehicles licensed as a motorcycle. A motorcycle and a car/automobile/golf cart/truck cannot occupy a numbered space at the same time. All vehicles in the space must have either a Unit Owner Identification Sticker, a Temporary Parking Identification Sticker, or a valid Guest Identification Card. Trailers, boats, and non-owner/resident commercial vehicles are never allowed in the parking garage.

A vehicle parked in a numbered parking space in the garage must be parked completely within the numbered space. A vehicle parked that extends outside of the numbered parking space will be considered an "Improperly Parked Vehicle".

The use of the parking deck for auto repairs or service work requiring a vehicle to be inoperable for longer than one day is prohibited. The vehicle is an "Improperly Parked Vehicle".

Parking of a commercial vehicle not owned by an owner/resident, a trailer, or a boat on the parking deck is prohibited. Such a vehicle is an "Improperly Parked Vehicle". The exception to this is that for 2 days prior, during and 2 days after "Daytona Bike Week" and "Daytona Biketoberfest" (dates determined by the event website), motorcycle trailers that fit into one parking space are allowed. The limit on the number of trailers is so as to not take up no more than 10% of the upper deck parking spots. This is on a first come first served basis of when the Temporary Parking Identification Sticker is requested from the office.

Motor homes are prohibited on the parking deck or in the parking garage, at all times. Such a motor home is considered an "Improperly Parked Vehicle." Motor homes are allowed in the loading dock for up to 24 hours with prior approval of the association manager or the president of the board. The generator in the motor home MUST NOT be used during this period.

Parking or storage of any item, except a vehicle as defined in this procedure, in the garage or on the parking deck, is prohibited. Such an item will be considered an "improperly Parked Vehicle". The exception to this is that strollers (baby or pet), non-ridable golf push carts, and/or personal (not belonging to OWO) luggage/grocery carts may not be in the garage space overnight with or without the vehicles allowed in E2, paragraph 2 above.

Parking of any vehicle or any item other than a contractor's vehicle or moving van while loading or unloading, in the loading dock area is prohibited. Such vehicle or item will be considered an "Improperly Parked Vehicle".

Parking or storage of any vehicle or item displaying a "For Sale" sign, placard, or markings anywhere on or in the Oceans West Condominium property or building is prohibited. Such a vehicle or item will be considered an "Improperly Parked Vehicle". The Association provides a board in the mail room where such "For Sale" notices can be posted.

3 Identification of unit owner vehicles

Numbered Unit Owner Identification Stickers are used to identify unit owner's vehicles. These stickers are obtained, at no cost, from the Association Manager. The sticker number is cross referenced to the numbered parking space assigned to a specific unit in Oceans West Condominium. The sticker shall be placed on the vehicle's inside right rear window or in the case of vehicles with tinted windows or convertibles that are parked with the top down, the inside right corner of the windshield. The sticker identifies the vehicle as belonging to a unit owner at Oceans West One Condominium. Unit owners who own more than one vehicle are issued separate Unit Owner Identification Stickers for each. It is required that all unit owners obtain numbered stickers and apply them to their vehicle or vehicles.

Unit owners will be issued the stickers by the Association Manager upon request.

The Association Manager will maintain current the Owner Vehicle Identification Register.

4 Identification of other than unit owner's vehicles.

A temporary Identification Sticker shall be obtained from the Association Manager by any unit owner may be authorized by a unit owner to be issued for the purpose of identifying a vehicle that will be parked in the garage or on the parking deck at Oceans West One Condominium by a renter or lessee. The Temporary Identification Sticker is to be affixed to the outside right lower corner of the vehicles rear window or if the vehicle has no rear window, affixed to a location close to the vehicles right rear corner so that it can be easily seen.

A **Guest Identification Card** will be issued to a guest, upon request of a resident of a unit at the Oceans West One condominium. The Guest Identification Card is to be hung on the rear-view mirror of the vehicle so as to easily be seen front side out, while the vehicle is parked at the condominium. Guest Identification cards are to be returned to the Association when the guest has completed their visit.

Vehicles parked on the parking deck need not display a Guest Identification Card; however, it is recommended that vehicles that will be using the parking deck for longer than two days use one of these cards. This will assist the Office Manager in the event that the vehicle's owner needs to be contacted.

5 **Procedure to be followed when a vehicle is found to be improperly parked in an area other than within a numbered parking space in the garage or when more than the allowed number of vehicles is found to be parked in one numbered parking space in the garage.**

Any vehicle that is improperly parked in an area other than within a numbered space may have a Violation Warning Sticker placed on the driver's side window, or other appropriate location, by the Association Manager or an individual authorized by the Association Manager. If more than the allowed number of vehicles is/are found to be parked in one numbered parking space in the garage the vehicle or vehicles tl1at are most easily towed or removed will be considered to be improperly parked. and may have a Violation Warning Sticker placed on the driver's side window or other appropriate location.

The Association Manager will attempt to locate the vehicle's owner before any action is taken. This Warning Sticker indicates that the vehicle is improperly parked and unless the vehicle is moved it will be towed away at the unit owner's expense. **(Florida Statute CH. 715.07).** The unit owner associated with the vehicle, see the definition of "Improperly Parked Vehicle," may be subject to action as provided by Article VIII of the Condominium Bylaws.

The decision and responsibility ty to have the vehicle towed away is the Association's

6 **Procedure to be followed when a vehicle is found to be improperly parked within a numbered parking space in the garage.**

Any vehicle that is improperly parked within a numbered space so as to prevent a resident who is authorized to park in that space from parking and this resident brings this to the attention of the Association Manager, shall have a warning placed on the driver's side window. The warning shall indicate that unless the vehicle is moved it will be towed away at the owner's expense (Florida Statute CH. 715.07). The unit owner associated with the improperly parked vehicle, see the definition of "Improperly Parked Vehicle," may be subject to action as provided by Article VIII of the Condominium Bylaws.

The resident who has the right to park in the space has the 'responsibility to have the vehicle towed away.

The Association Manager will attempt to locate the owner of an improperly parked vehicle before any action is taken to remove the vehicle or attach the warning.

7 **Safety requirements for the parking garage, the parking deck, and the entrance ramp to the condominium.**

Maximum vehicle speed in the garage and the parking deck is 5 MPH.

The use of skateboards in the condominium common areas, in the garage, on the parking deck or on the entrance ramp is prohibited.

The use of roller skates or roller blades in the condominium common areas, in the garage, on the parking deck or on the entrance ramp is prohibited.

Except for use between a bicycle storage area and the garage exit, the riding of bicycles is prohibited in the garage, on the parking deck or on the entrance ramp to the condominium.

8 Electric Vehicle Charging Stations (EVCS)

Unit Owners requesting to install the charging station must:

1. Submit a plan showing the dimensions, placement, and external appearance of the proposed electric charging station;
2. Provide the name, contact information, and license number of the electrical contractor or engineer the Unit Owners propose to install the electric charging station;
3. Agree to pay the association $50 per month per electric vehicle;
4. Obtain hazard and liability insurance covering claims relating to the electric charging station, and provide a certificate of insurance naming the Association as an additional insured on their insurance policy for any claim related to the electric charging station;
5. Sign an agreement in favor of the Association in which the Unit Owners agree to do the following:
   A. Pay for all costs of installing, operating, maintaining, repairing, and replacing the electric charging station;
   B. Comply with all applicable building code requirements and recognized safety standards regarding electric charging stations;
   C. Reimburse the Association for any damages, costs, or expenses, including increased insurance premiums, that the Association incurs in connection with the Unit Owner's electric charging station;
   D. Remove the electric charging station if the Unit Owner or his successor or assign decides there is no longer a need for the electric vehicle charging station, and pay all cost associated with such removal;
   E. If the electric charging station is removed, restore the property to the same or better condition in which it existed prior to the installation of the electric charging station; and
   F. Indemnify and defend the Association from any liability or damages it incurs in connection with the charging station.

9 Exceptions

An exception to any of these rules may be granted by the Board of Directors with a 75% vote at a regular board meeting. Prior to the board meeting the exception may be granted by the agreement of both the President and the Office Manager/CAM until the Board votes on the exception or 45 days whichever occurs first. ALL exceptions expire 15 days after the new board takes office. The exception may be re-applied for when the new board takes office.

ATTACHMENT "A"



Unit Owner Identification Sticker (Blue)

Or as updated



Temporary Identification Sticker (Red)

Or as updated



Guest Identification Card (Blue)

Or as updated

Attachment B

WARNING

YOU ARE ILLEGALLY PARKED

For one or more of the following reasons and are subject to being towed or booted at your expense.

Parked in a handicapped space _____

No Parking Permit _____

Improperly parked _____

Blocking access to the garbage areas _____

Parked in "no parking" zone _____

Blocking entrance to building or driveway (fire department regulation) _____

Vehicle not in acceptable condition _____

Other _____

This vehicle will be towed on: Day Date Time _____

Type of vehicle _____ License No. _____

Date _____ Time _____

Towed By _____ Date Towed _____

Officers Signature _____

Violation Warning Sticker (Red)
Or as updated

PETS

Oceans West One (OWO) Condominium is a pet-friendly community. The following rules are for the health, safety and well-being of residents, guests and pets. This policy applies to all owners, renters and guests. Owners are responsible for ensuring that renters and guests are aware of and follow the pet policy.

Definitions

Pet – an animal kept for ordinary use and companionship.

Service Animal –animals that are individually trained to do work or perform tasks for people with disabilities. Examples include guiding people who are blind, alerting the deaf, pulling a wheelchair or performing other specific duties. Service animals are working animals and are not considered pets. The work the animal is trained to perform must be directly related to the person's disability. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under the Americans with Disability Act (ADA).

Pet Rules

1. Small domestic animals (dogs, cats, birds etc.) are permitted.

2. Residents are limited to 2 pets per unit.

3. The mature weight (weight when fully grown) of each pet may not exceed 20 pounds.

4. All residents must register their pets with the management office.

5. OWO Condominium maintains a "no paws on floor" policy. This means that pets may not walk or wander freely anywhere in the building other than in the owner's unit. Pets must be restrained in a pet stroller, carrier or be carried when being transported into and out of the building.

6. Pets may not be transported using grocery carts or valet carts.

7. Pets are prohibited in or around the first-floor common areas, pool and on the recreation deck.

8. Service animals;
    a. Must be harnessed, leashed or tethered and under the control of the handler.
    b. Are exempt from the "no paws on floor" rule as defined by the ADA.
    c. Must be identified as such and must be registered with the management office.

9. Emotional support animals are not exempt from the "no paws on floor" rule.

10. Unit owners are legally responsible for the actions of pets they own, their tenant's pets and pets that stay as guests. Pet owners indemnify the OWO Condominium Association against any pet-related damage or injury.

11. Unit owners are responsible for repair and/or replacement costs associated with any injury or damage caused by their own pet/tenant's pet/guest's pet.

12. Once outside the building, pet owners are strongly encouraged to comply with state, county, and city pet regulations including keeping your pet leashed at all times and picking up/discarding pet waste.

13. Unit owners are responsible for their guests, tenants and tenants' guests and may be fined for violations related to their pets.

14. Pets that are properly registered with our CAM before April1, 2023 as weighing more than 20 pounds, will be granted an exemption from the weight limit for its remaining life.

15. No exemptions to any pet rules shall be granted without approval of the full Board, for reasonable cause and such exemption shall be for a period of no more than 90 days.

16. Complaints of potential violations shall be investigated and if substantiated shall subject the owner to penalties in accordance with the By-Laws of the association.

Oceans West One Condominium Association, Inc.

Pet Registration Form

Owner Name	
Lease Holder Name (if applicable)	
Property Address	
(1) Name of Pet	**(2) Name of Pet**
Breed	**Breed**
Color	**Color**
Mature Weight	**Mature Weight**
Age	**Age**
Does pet have current rabies tag? Yes No	**Does pet have current rabies tag? Yes No**
Is this a service animal as defined by the Americans with Disabilities Act? Yes No	**Is this a service animal as defined by the Americans with Disabilities Act? Yes No**

Pet Agreement: I agree to abide by the Oceans West One Condominium Association Rules concerning pets. I understand that failure to abide by the rules may result in a violation and/or fine.

I understand that I am responsible for the repair/replacement costs associated with any damage or injury caused by my/my tenant/guest pet(s).

I understand that I am legally liable for the actions of my pet(s) and that I indemnify Oceans West One Condominium Association against any damage or injury caused by my/my tenant/guest pet(s).

_____ _____

Owner Signature **Date**

_____ _____

Lease Holder Signature **Date**

_____ _____

Oceans West One Representative **Date**

1 Oceans West Blvd Daytona Beach Shores, FL 32118
Phone: 386.767.9378 Email: manageroceanswest1@gmail.com