

L/SM-72
(CONDO4/DW)
Rec: 12/29/86

OFF. 299 PAGE 561
REC.

This Instrument Was Prepared By:
ROBERT G. GUFF, JR.
EXECUTIVE OFFICE
PALM COAST, FL 32051

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981 and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to submit Phase IV to the Condominium form of ownership in accord with the attached proposed Survey Exhibit, "B-4".

NOW, THEREFORE,

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with the authority reserved unto the Developer in the Declaration by incorporating the proposed Phase IV of the Woodhaven Condominium, shown on Exhibit "B-4" attached hereto, into the Condominium.

2. The lands described on the attached, proposed Survey Exhibit "B-4" are hereby submitted to the Condominium form of ownership, and made a part of the Declaration just as fully as if incorporated in and filed with the Declaration in the first instance.

3. Exhibit "B-4", attached hereto, together with Exhibit A of the Declaration, are in sufficient detail to identify the location, dimensions and size of each unit and the location of common elements and limited common elements. Upon substantial completion of all or a portion of said Phase, a survey will be certified by a Florida Registered Land Surveyor in

compliance with § 718.104(4)(e), Florida Statutes, and filed as a further amendment of this Declaration.

4. The addition of Phase IV to the Condominium shall result in a change in the proportionate ownership interest of each unit owner in the common elements from 1/160 to 1/200, in accord with Article V, VI and XXI of the Declaration of Condominium.

5. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and in the Exhibits attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 29th day of December, 1986.

Signed, sealed and delivered in the presence of:

Arlene Wilson
Marie M. Miles

PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

By: James E. Gardner
VICE President

CORPORATE SEAL

STATE OF FLORIDA)
) SS
COUNTY OF FLAGLER)

I, an officer authorized to take acknowledgments according to the laws of the State of Florida, do HEREBY CERTIFY that JAMES E. GARDNER as VICE President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

WITNESS My hand and official seal, this 29th day of December, 1986.

[Signature]
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Apr. 24, 1990
Bonded thru Maynard Bonding Agency

EXAMPLE OF
SURVEYOR'S CERTIFICATE

I, _____, a Surveyor
authorized to practice in the State of Florida, do hereby certify
that the construction of the improvements is substantially complete
so that the material, together with the provisions of the declaration
describing the condominium property, is an accurate representation of
the location and the dimensions of the improvements, and that the
identification, location and dimensions of the common elements and of
each unit can be determined from these materials.

I further certify that, notwithstanding that other
buildings in this phase of the condominium are not yet substantially
completed, that, as to the buildings shown, all planned improvements
for this phase (including, but not limited to, landscaping, utility
services and access to the unit, and common element facilities
serving the building in which the units to be conveyed are located
have been substantially completed so that the material, together
with the provisions of the declaration describing the condominium
property, is an accurate representation of the location and the di-
mensions of the improvements, and that the identification, location
and dimensions of the planned improvements can be determined from
these materials.

BUILDING HEIGHT
2 Story Condominium - 25' Feet
Bathhouse - 21' Feet

201	202
101	102

BLDG FRONT

UNIT NO.	NAME	DISTANCE	ANGLE	AREA	PERCENT	UNIT NO.	NAME	DISTANCE	ANGLE	AREA	PERCENT
101		132.00'	70° 00' 00"	144.93'	64.53%	101		132.00'	70° 00' 00"	144.93'	64.53%
102		100.00'	30° 00' 00"	144.93'	64.53%	102		100.00'	30° 00' 00"	144.93'	64.53%
103		100.00'	60° 00' 00"	144.93'	64.53%	103		100.00'	60° 00' 00"	144.93'	64.53%
104		100.00'	90° 00' 00"	144.93'	64.53%	104		100.00'	90° 00' 00"	144.93'	64.53%
105		100.00'	120° 00' 00"	144.93'	64.53%	105		100.00'	120° 00' 00"	144.93'	64.53%
106		100.00'	150° 00' 00"	144.93'	64.53%	106		100.00'	150° 00' 00"	144.93'	64.53%
107		100.00'	180° 00' 00"	144.93'	64.53%	107		100.00'	180° 00' 00"	144.93'	64.53%
108		100.00'	210° 00' 00"	144.93'	64.53%	108		100.00'	210° 00' 00"	144.93'	64.53%
109		100.00'	240° 00' 00"	144.93'	64.53%	109		100.00'	240° 00' 00"	144.93'	64.53%
110		100.00'	270° 00' 00"	144.93'	64.53%	110		100.00'	270° 00' 00"	144.93'	64.53%
111		100.00'	300° 00' 00"	144.93'	64.53%	111		100.00'	300° 00' 00"	144.93'	64.53%
112		100.00'	330° 00' 00"	144.93'	64.53%	112		100.00'	330° 00' 00"	144.93'	64.53%
113		100.00'	360° 00' 00"	144.93'	64.53%	113		100.00'	360° 00' 00"	144.93'	64.53%
114		100.00'	390° 00' 00"	144.93'	64.53%	114		100.00'	390° 00' 00"	144.93'	64.53%
115		100.00'	420° 00' 00"	144.93'	64.53%	115		100.00'	420° 00' 00"	144.93'	64.53%
116		100.00'	450° 00' 00"	144.93'	64.53%	116		100.00'	450° 00' 00"	144.93'	64.53%
117		100.00'	480° 00' 00"	144.93'	64.53%	117		100.00'	480° 00' 00"	144.93'	64.53%
118		100.00'	510° 00' 00"	144.93'	64.53%	118		100.00'	510° 00' 00"	144.93'	64.53%
119		100.00'	540° 00' 00"	144.93'	64.53%	119		100.00'	540° 00' 00"	144.93'	64.53%
120		100.00'	570° 00' 00"	144.93'	64.53%	120		100.00'	570° 00' 00"	144.93'	64.53%
121		100.00'	600° 00' 00"	144.93'	64.53%	121		100.00'	600° 00' 00"	144.93'	64.53%
122		100.00'	630° 00' 00"	144.93'	64.53%	122		100.00'	630° 00' 00"	144.93'	64.53%
123		100.00'	660° 00' 00"	144.93'	64.53%	123		100.00'	660° 00' 00"	144.93'	64.53%
124		100.00'	690° 00' 00"	144.93'	64.53%	124		100.00'	690° 00' 00"	144.93'	64.53%
125		100.00'	720° 00' 00"	144.93'	64.53%	125		100.00'	720° 00' 00"	144.93'	64.53%
126		100.00'	750° 00' 00"	144.93'	64.53%	126		100.00'	750° 00' 00"	144.93'	64.53%
127		100.00'	780° 00' 00"	144.93'	64.53%	127		100.00'	780° 00' 00"	144.93'	64.53%
128		100.00'	810° 00' 00"	144.93'	64.53%	128		100.00'	810° 00' 00"	144.93'	64.53%
129		100.00'	840° 00' 00"	144.93'	64.53%	129		100.00'	840° 00' 00"	144.93'	64.53%
130		100.00'	870° 00' 00"	144.93'	64.53%	130		100.00'	870° 00' 00"	144.93'	64.53%
131		100.00'	900° 00' 00"	144.93'	64.53%	131		100.00'	900° 00' 00"	144.93'	64.53%
132		100.00'	930° 00' 00"	144.93'	64.53%	132		100.00'	930° 00' 00"	144.93'	64.53%
133		100.00'	960° 00' 00"	144.93'	64.53%	133		100.00'	960° 00' 00"	144.93'	64.53%
134		100.00'	990° 00' 00"	144.93'	64.53%	134		100.00'	990° 00' 00"	144.93'	64.53%
135		100.00'	1020° 00' 00"	144.93'	64.53%	135		100.00'	1020° 00' 00"	144.93'	64.53%
136		100.00'	1050° 00' 00"	144.93'	64.53%	136		100.00'	1050° 00' 00"	144.93'	64.53%
137		100.00'	1080° 00' 00"	144.93'	64.53%	137		100.00'	1080° 00' 00"	144.93'	64.53%
138		100.00'	1110° 00' 00"	144.93'	64.53%	138		100.00'	1110° 00' 00"	144.93'	64.53%
139		100.00'	1140° 00' 00"	144.93'	64.53%	139		100.00'	1140° 00' 00"	144.93'	64.53%
140		100.00'	1170° 00' 00"	144.93'	64.53%	140		100.00'	1170° 00' 00"	144.93'	64.53%
141		100.00'	1200° 00' 00"	144.93'	64.53%	141		100.00'	1200° 00' 00"	144.93'	64.53%
142		100.00'	1230° 00' 00"	144.93'	64.53%	142		100.00'	1230° 00' 00"	144.93'	64.53%
143		100.00'	1260° 00' 00"	144.93'	64.53%	143		100.00'	1260° 00' 00"	144.93'	64.53%
144		100.00'	1290° 00' 00"	144.93'	64.53%	144		100.00'	1290° 00' 00"	144.93'	64.53%
145		100.00'	1320° 00' 00"	144.93'	64.53%	145		100.00'	1320° 00' 00"	144.93'	64.53%
146		100.00'	1350° 00' 00"	144.93'	64.53%	146		100.00'	1350° 00' 00"	144.93'	64.53%
147		100.00'	1380° 00' 00"	144.93'	64.53%	147		100.00'	1380° 00' 00"	144.93'	64.53%
148		100.00'	1410° 00' 00"	144.93'	64.53%	148		100.00'	1410° 00' 00"	144.93'	64.53%
149		100.00'	1440° 00' 00"	144.93'	64.53%	149		100.00'	1440° 00' 00"	144.93'	64.53%
150		100.00'	1470° 00' 00"	144.93'	64.53%	150		100.00'	1470° 00' 00"	144.93'	64.53%
151		100.00'	1500° 00' 00"	144.93'	64.53%	151		100.00'	1500° 00' 00"	144.93'	64.53%
152		100.00'	1530° 00' 00"	144.93'	64.53%	152		100.00'	1530° 00' 00"	144.93'	64.53%
153		100.00'	1560° 00' 00"	144.93'	64.53%	153		100.00'	1560° 00' 00"	144.93'	64.53%
154		100.00'	1590° 00' 00"	144.93'	64.53%	154		100.00'	1590° 00' 00"	144.93'	64.53%
155		100.00'	1620° 00' 00"	144.93'	64.53%	155		100.00'	1620° 00' 00"	144.93'	64.53%
156		100.00'	1650° 00' 00"	144.93'	64.53%	156		100.00'	1650° 00' 00"	144.93'	64.53%
157		100.00'	1680° 00' 00"	144.93'	64.53%	157		100.00'	1680° 00' 00"	144.93'	64.53%
158		100.00'	1710° 00' 00"	144.93'	64.53%	158		100.00'	1710° 00' 00"	144.93'	64.53%
159		100.00'	1740° 00' 00"	144.93'	64.53%	159		100.00'	1740° 00' 00"	144.93'	64.53%
160		100.00'	1770° 00' 00"	144.93'	64.53%	160		100.00'	1770° 00' 00"	144.93'	64.53%
161		100.00'	1800° 00' 00"	144.93'	64.53%	161		100.00'	1800° 00' 00"	144.93'	64.53%
162		100.00'	1830° 00' 00"	144.93'	64.53%	162		100.00'	1830° 00' 00"	144.93'	64.53%
163		100.00'	1860° 00' 00"	144.93'	64.53%	163		100.00'	1860° 00' 00"	144.93'	64.53%
164		100.00'	1890° 00' 00"	144.93'	64.53%	164		100.00'	1890° 00' 00"	144.93'	64.53%
165		100.00'	1920° 00' 00"	144.93'	64.53%	165		100.00'	1920° 00' 00"	144.93'	64.53%
166		100.00'	1950° 00' 00"	144.93'	64.53%	166		100.00'	1950° 00' 00"	144.93'	64.53%
167		100.00'	1980° 00' 00"	144.93'	64.53%	167		100.00'	1980° 00' 00"	144.93'	64.53%
168		100.00'	2010° 00' 00"	144.93'	64.53%	168		100.00'	2010° 00' 00"	144.93'	64.53%
169		100.00'	2040° 00' 00"	144.93'	64.53%	169		100.00'	2040° 00' 00"	144.93'	64.53%
170		100.00'	2070° 00' 00"	144.93'	64.53%	170		100.00'	2070° 00' 00"	144.93'	64.53%
171		100.00'	2100° 00' 00"	144.93'	64.53%	171		100.00'	2100° 00' 00"	144.93'	64.53%
172		100.00'	2130° 00' 00"	144.93'	64.53%	172		100.00'	2130° 00' 00"	144.93'	64.53%
173		100.00'	2160° 00' 00"	144.93'	64.53%	173		100.00'	2160° 00' 00"	144.93'	64.53%
174		100.00'	2190° 00' 00"	144.93'	64.53%	174		100.00'	2190° 00' 00"	144.93'	64.53%
175		100.00'	2220° 00' 00"	144.93'	64.53%	175		100.00'	2220° 00' 00"	144.93'	64.53%
176		100.00'	2250° 00' 00"	144.93'	64.53%	176		100.00'	2250° 00' 00"	144.93'	64.53%
177		100.00'	2280° 00' 00"	144.93'	64.53%	177		100.00'	2280° 00' 00"	144.93'	64.53%
178		100.00'	2310° 00' 00"	144.93'	64.53%	178		100.00'	2310° 00' 00"	144.93'	64.53%
179		100.00'	2340° 00' 00"	144.93'	64.53%	179		100.00'	2340° 00' 00"	144.93'	64.53%
180		100.00'	2370° 00' 00"	144.93'	64.53%	180		100.00'	2370° 00' 00"	144.93'	64.53%
181		100.00'	2400° 00' 00"	144.93'	64.53%	181		100.00'	2400° 00' 00"	144.93'	64.53%
182		100.00'	2430° 00' 00"	144.93'	64.53%	182		100.00'	2430° 00' 00"	144.93'	64.53%
183		100.00'	2460° 00' 00"	144.93'	64.53%	183		100.00'	2460° 00' 00"	144.93'	64.53%
184		100.00'	2490° 00' 00"	144.93'	64.53%	184		100.00'	2490° 00' 00"	144.93'	64.53%
185		100.00'	2520° 00' 00"	144.93'	64.53%	185		100.00'	2520° 00' 00"	144.93'	64.53%
186		100.00'	2550° 00' 00"	144.93'	64.53%	186		100.00'	2550° 00' 00"	144.93'	64.53%
187		100.00'	2580° 00' 00"	144.93'	64.53%	187		100.00'	2580° 00' 00"	144.93'	64.53%
188		100.00'	2610° 00' 00"	144.93'	64.53%	188		100.00'	2610° 00' 00"	144.93'	64.53%
189		100.00'	2640° 00' 00"	144.93'	64.53%	189		100.00'	2640° 00' 00"	144.93'	64.53%
190		100.00'	2670° 00' 00"	144.93'	64.53%	190		100.00'	2670° 00' 00"	144.93'	64.53%
191		100.00'	2700° 00' 00"	144.93'	64.53%	191		100.00'	2700° 00' 00"	144.93'	64.53%
192		100.00'	2730° 00' 00"	144.93'	64.53%	192		100.00'	2730° 00' 00"	144.93'	64.53%
193		100.00'	2760° 00' 00"	144.93'	64.53%	193		100.00'	2760° 00' 00"	144.93'	64.53%
194		100.00'	2790° 00' 00"	144.93'	64.53%	194		100.00'	2790° 00' 00"	144.93'	64.53%
195		100.00'	2820° 00' 00"	144.93'	64.53%	195		100.00'	2820° 00' 00"	144.93'	64.53%
196		100.00'	2850° 00' 00"	144.93'	64.53%	196		100.00'	2850° 00' 00"	144.93'	64.53%
197		100.00'	2880° 00' 00"	144.93'	64.53%	197		100.00'	2880° 00' 00"	144.93'	64.53%
198		100.00'	2910° 00' 00"	144.93'	64.53%	198		100.00'	2910° 00' 00"</		

DECLARATION OF CONDOMINIUM OF
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS DECLARATION OF CONDOMINIUM made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

ARTICLE I

SUBMISSION STATEMENT

PALM COAST CONSTRUCTION COMPANY, a Florida corporation, being the owner of record of the fee simple title to the real property situate, lying and being in Flagler County, Florida, as more particularly described in Exhibit B-1, which is made a part hereof as though fully set forth herein, hereby states and declares that said real property is submitted to Condominium ownership, pursuant to Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act") upon the terms, conditions, easements, restrictions, reservations and limitations hereinafter set forth; and, that the provisions of said Condominium Act, as presently constituted, are hereby incorporated by reference and included thereby; and, that said corporation does herewith file for record this Declaration of Condominium.

DEFINITIONS. As used in this Declaration of Condominium and in the articles and By-Laws and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

A. ASSESSMENT means a share of the funds required for the payment of Common expenses, which from time to time is assessed against the Unit owner.

B. ASSOCIATION means THE WOODHAVEN CONDOMINIUM AT PALM COAST, INC., a non-profit corporation (hereinafter referred to as "Association"), said Association being the entity responsible for the operation of the Condominium.

C. BY-LAWS and ARTICLES means the By-Laws and Articles of the Association as they exist from time to time.

D. CONDOMINIUM means that form of ownership of real property created pursuant to chapter 718 of the Florida Statutes and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each Unit, as part thereof, an undivided share in the Common elements.

E. CONDOMINIUM ACT means and refers to the Condominium Act of the State of Florida (F.S. 718, et seq.) in effect as of the Date of Recordation of this Declaration.

F. CONDOMINIUM DOCUMENTS mean this Declaration, the Articles of Incorporation and By-Laws of the Association, and all other Exhibits attached hereto, as amended.

G. UNIT or CONDOMINIUM UNIT is a Unit as defined in the Condominium Act, referring herein to each of the separate and identified Units delineated in the Survey Exhibits attached to the Declaration as Exhibit B. When the context permits, the Condominium Parcel includes such Unit, including its share of the Common elements appurtenant thereto. The physical boundaries of each Unit are as delineated in the Survey Exhibits aforescribed and are as more particularly described in Article III of this Declaration.

H. CONDOMINIUM PARCEL or PARCEL means a Unit, together with the undivided share in the Common elements which is appurtenant to the Unit.

I. CONDOMINIUM PROPERTY means and includes the lands and personal property that are subject to Condominium ownership whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

J. COMMON ELEMENTS means the portions of the Condominium property not included in the Units, including limited common elements, as hereinafter defined, unless the context otherwise specifically requires.

K. COMMON EXPENSES means all expenses and assessments incurred by the Association for the Condominium.

L. COMMON SURPLUS means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the Common elements over the Common expenses.

M. DECLARATION or DECLARATION OF CONDOMINIUM means this instrument and any amendments thereto that may be recorded from time to time.

N. DEVELOPER means PALM COAST CONSTRUCTION COMPANY, a Florida corporation, its successors and assigns.

O. INSTITUTIONAL MORTGAGEE means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender. An individual mortgage on a Unit may be placed through an institutional mortgagee.

P. LIMITED COMMON ELEMENTS means and includes those Common elements which are reserved for the use of a certain Unit or Units, to the exclusion of other Units, as specified in this Declaration.

Q. OCCUPANT means the person or persons in possession of a Unit, including the Unit owner.

R. UNIT OWNER or OWNER OF A UNIT means the owner or group of owners of a Condominium Parcel.

S. REGULATIONS means rules or 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.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by F. S. 718.103 of the Condominium Act as of the date of this Declaration.

ARTICLE II

The name by which this Condominium is to be identified shall be THE WOODHAVEN CONDOMINIUM AT PALM COAST.

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ARTICLE III

SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION
AND IDENTIFICATION OF UNITS

A. Survey Exhibits - The Survey Exhibits attached hereto and made a part of this Declaration consist of the following:

- Exhibit A: Building Types and Floor plans for all phases.
- Exhibit B-1: Plot plan, legal description and survey for Phase I.
- Exhibit B-2: Proposed plot plan, legal description and survey for Phase II.
- Exhibit B-3: Proposed plot plan, legal description and survey for Phase III.
- Exhibit B-4: Proposed plot plan, legal description and survey for Phase IV.
- Exhibit B-5: Proposed plot plan, legal description and survey for all phases.

All of the above being hereinafter referred to as the "Survey Exhibits".

At the time of the execution of this Declaration, the lands described in Exhibit B-1 have been submitted to the condominium form of ownership. Exhibit B-1, together with Exhibit A are in sufficient detail to identify the location, dimensions and size of each unit and the location of common elements and limited common elements. Accordingly, the Survey Exhibits representing Phase I have been certified by a Florida Registered Land Surveyor as to substantially completed portions of Phase I as shown on Exhibit B-1, indicating statutory compliance with Section 718.104(4) (e), Florida Statutes. The remaining portion of Phase I which is yet to be completed and the proposed Phases II-IV are also set forth in the Survey Exhibits, and together with Exhibit A, they are delineated in sufficient detail to identify the location, dimensions and size of each unit and the location of the Common elements and Limited common elements. Upon the submission of an additional phase or portion of a phase, amendments will be made to this Declaration in accordance with the procedure hereinafter provided, at which time, the Final Survey Exhibits as to each phase, or portion thereof, submitted to condominium form of ownership will be provided in the same manner as Phase I.

B. Unit Identification. The Condominium property consists of the land described in those parts of Exhibit B attached hereto that have been made a part of this Condominium from time to time, together with the buildings and other improvements constructed thereon, which includes the Units, Common elements and Limited common elements. Exhibit A to this Declaration sets forth the four different types of buildings in the Condominium, together with the floor plan for each type. Each type of building is identified on the Survey Exhibits by a letter designation, i.e. "B", "C", "D" or "E". Each individual building in the Condominium is designated by an identifying number; and, the buildings are numbered consecutively, commencing with the number "1". Therefore, no building in the condominium bears an identical number to any other building. Each building consists of two (2) stories, which are designated as the first floor and second floor respectively. In each of these two-story buildings there are four units, each of which is declared to be a Condominium unit, and each Condominium unit is designated by a three-digit identifying number. The first digit identifies the floor upon which the Condominium unit is located, to wit: "1" corresponds to the first floor and "2" corresponds to the second floor. The next two digits, "01" and "02" respectively, identify the particular condominium unit on each floor. Each Condominium unit is further identified by the number of the building in which it is located. By way of example, "1-101" represents the first floor Condominium unit 101 of Building 1 and "3-202" represents the second floor unit 202 of Building 3. Therefore, no Unit bears the same identifying number as does any other Unit. The number of the Unit is also the identifying number of the Parcel. Each Unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the Condominium Documents and easements, restrictions, reservations and limitations of record.

C. Unit Boundaries. Each Unit shall consist of the space bounded on the perimeter by the vertical projections of the Unit boundary lines as shown on the drawings included in Exhibit A hereto, and bounded at the bottom and top by the horizontal planes at the floor and ceiling (see elevations as set forth in Exhibit B). The said boundaries are more particularly described as follows:

(1) Upper Boundary - the upper boundary of each Unit shall be the plane or planes of the unfinished ceiling extended to the intersection of such plane or planes with the parimetrical boundary of the Unit as hereinafter described.

(2) Lower Boundary - the lower boundary of each Unit shall be the horizontal plane of the unfinished floor extended to the intersection of such plane with the parimetrical boundary of the Unit as hereinafter described.

(3) Parimetrical Boundaries - the parimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior of the walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.

The space within each of the Units shall not be further subdivided. Interior partitions and walls shall be part of the Unit.

ARTICLE IV

VOTING RIGHTS

There shall be one person with respect to each Unit ownership who shall be entitled to vote at any meeting of the Unit owners. Such person shall be known (and is hereinafter referred to) as a "Voting Member". If a Unit is owned by more than one person, the owners of said Unit shall designate one of them as the Voting Member, or in the case of a corporate Unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of Units in the Condominium, and each

Condominium Unit shall have no more and no less than one (1) vote in the Association. If a Unit owner owns more than one Condominium Unit, he shall be entitled to one (1) vote for each Unit owned.

ARTICLE V

OWNERSHIP OF COMMON ELEMENTS

Each of the Unit owners of the Condominium shall own an undivided interest in the Common elements and Limited common elements, and each undivided interest shall be based upon a fraction, the numerator of which shall be one (1) and the denominator of which is based upon the total number of Units as have been created from time to time and made a part of this Condominium by the Developer as provided for herein.

The fee title to each Condominium parcel shall include both the Condominium Unit and the above respective undivided interest in the Common elements, said undivided interest in the Common elements to be deemed to be conveyed or encumbered with its respective Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common elements appurtenant to each Unit shall be null and void. The term "Common elements", when used throughout this Declaration, shall mean both Common elements and Limited common elements, unless the context otherwise specifically requires.

ARTICLE VI

COMMON EXPENSES AND SURPLUS

The Common expenses and Common surplus of the Condominium shall be shared by each Unit owner based upon a fraction, the numerator of which is one (1) and the denominator of which is based upon the total number of Units that have been created from time to time and made a part of this Condominium by the Developer as provided for herein. The foregoing ratio of sharing Common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their locations, or the building square footage included in each Condominium Unit.

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Any common surplus of the Association shall be owned by each of the Unit owners in the same proportion as their fractional ownership interest in the Common elements, any Common surplus being the excess of all receipts of the Association from this Condominium including, but not limited to, assessments, rents, profits and revenues on account of the Common elements of this Condominium over the amount of the Common expenses of this Condominium.

ARTICLE VII

METHOD OF AMENDMENT OF DECLARATION

A. This Declaration may be amended at any regular or special meeting of the Unit owners of this Condominium called or convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total vote of the members of the Association.

All Amendments shall be recorded and certified, as required by the Condominium Act. Except as otherwise provided for in this Article VII, no Amendment shall change any Condominium Parcel, nor a Condominium Unit's proportionate share of the Common expenses or Common surplus, nor the voting rights appurtenant to any Unit, unless the record owner or owners thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagees, nor change the provisions of this Declaration with respect to Institutional mortgagees, without the written approval of all Institutional mortgagees of record. Nor shall the provisions of Article XII (Insurance) of this Declaration be changed without the written approval of all Unit owners and of all record owners of mortgages. No Amendment shall change the rights and privileges of the Developer without the Developer's prior written approval.

B. Notwithstanding the provisions of this Article VII, the Developer reserves the right to change the design and arrangement of all Units, and to alter the boundaries between Units, as long as the Developer owns the Units so altered. However, no such

change shall increase the total number of Units without Amendment of this Declaration in the manner set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by Amendment of this Declaration with a survey attached, reflecting such authorized alteration of Units, and said Amendment need only be executed and acknowledged by the Developer and any holders of Institutional mortgages encumbering the said altered Units without requirement of securing the consent of any Unit owners or any others and without regard to any other provision herein contained regarding amendments. The survey shall be certified in the manner required by the Condominium Act. If more than one Unit is concerned, the Developer shall apportion between the Units concerned, such shares of Common elements, Common expenses and Common surplus of the condominium as appropriate, and such apportionment shall be duly noted in the Amendment of the Declaration.

C. Notwithstanding the provisions of this Article VII, the Developer likewise expressly reserves the right to amend this Declaration for one or any combination of the following purposes:

- A) To conform to the requirements of any prospective Institutional mortgagee; or,
- B) To conform this Declaration to the requirements of any valid statute or rule or regulation affecting the subject matter hereof.

Said Amendments made pursuant to this section may be made and executed solely by the Developer and without any requirement of securing the consent of any Unit owners or any others, and without regard to any other provision herein contained regarding amendments, and said amendment shall be duly filed in the public records of Flagler County, Florida.

D. Notwithstanding the provisions of this Article VII, the Declaration and Exhibits thereto, where applicable, may be amended for the purposes set forth in and pursuant to F.S. 718.110(5); and, the Declarations and Exhibits thereto, where applicable, may be amended for the purposes set forth and pursuant to the provisions of F.S. 718.304(1), subject only to the unanimous approval of the full Board of Directors.

E. Notwithstanding the foregoing provisions of this Article VII, the Developer reserves the right to amend this Declaration of Condominium and Exhibits attached thereto to add one or more phases to this Condominium pursuant to Article XXI of this Declaration and F.S. 718.403. The aforesaid amendment shall not require the execution of such amendment or consents thereto by Unit owners, the Condominium Association nor the members thereof, nor the owner and holder of any lien or mortgage encumbering a Condominium Parcel in this Condominium. Said amendment shall only be required to be executed by the Developer and recorded in the Public Records of Flagler County, Florida.

ARTICLE VIII
ASSOCIATION

The operating entity of the Condominium shall be THE WOODHAVEN CONDOMINIUM AT PALM COAST, INC., a Florida non-profit corporation, which shall be responsible for the operation of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, a copy of said Articles of Incorporation and By-Laws being attached hereto as Exhibits C and D, respectively, and made a part hereof, and, all of the powers and duties necessary to operate the Condominium, as set forth in this Declaration, the articles of Incorporations, and the By-Laws as they may be amended from time to time.

Every owner of a Condominium Parcel, whether he has acquired his ownership by purchase, by gift, by conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of said Association, the provisions of this Declaration and all Exhibits attached hereto. Membership in the Association shall terminate upon the termination of ownership of a Condominium Parcel in this Condominium.

ARTICLE IX

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Association, which are set forth in a document which is annexed to this Declaration, marked Exhibit D and made a part hereof.

No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or attached to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel or which would change the provisions of the By-Laws with respect to Institutional mortgagees of record. No amendment shall change the rights and privileges of the Developer without the Developer's written consent.

ARTICLE X

ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common expenses of the Condominium Property and such other assessments as are specifically provided for in this Declaration and Exhibits attached hereto. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association, this Declaration and the Exhibits attached hereto.

Special Assessments for insurance premiums may be determined by the Board of Directors, and they shall be charged and paid by each Unit pursuant to the terms and provisions of Article XII hereafter in addition to the regular insurance premium, which is included in the common expenses. Such Special Assessments for insurance premiums pursuant to Article XII are not common expenses of the Condominium, nor are they special Assessments for common expenses of the Condominium.

The Common expenses shall be assessed against each Condominium Parcel owner as provided for in Article VI of this

Declaration. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of twelve (12%) per cent per annum from due date until paid; and, at the sole discretion of the Board of Directors a late charge of Twenty-Five and no/100 (\$25.00) Dollars shall be due and payable.

Assessments shall be made for the calendar year annually, in advance, on December 1st preceding the year for which assessments are made, and such assessments shall constitute a lien for the total amount of all such annual assessments against the Unit for which assessment is made. Such assessments shall be due in four (4) quarterly installments on January 1st, April 1st, July 1st and October 1st of the year for which the assessments are made. Upon default by any Unit owner in the payment of such quarterly installments, within thirty (30) days after the due date thereof, the Association, at its option and without notice, shall be entitled to accelerate the payment of the balance of the quarterly installments for the then-current assessment year.

In the event that the annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution of the Board of Directors of the Association. The additional assessment shall be apportioned together with the regular assessment over the remaining quarterly installments for that year. If an annual assessment is not made by the Board as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

The Association shall have a lien on each Condominium Parcel for unpaid assessments, together with interest thereon, and a claim against the Unit owner of such Condominium Parcel, together with a lien on all tangible personal property located within said Unit. Except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees, including fees on appeal, incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order

to preserve and protect its lien, shall be payable by the Unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a Unit owner in payment of his obligation under any Management Agreement. The Board of Directors may take such action as they deem necessary to collect assessments, by either personal action or by enforcing said lien, and may settle and compromise same if deemed in the Association's best interest. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the Unit owner or anyone by, through, or under said Unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit owner and/or occupant.

Where the Institutional mortgagee of a first mortgage of record, or other purchaser, obtains title to a Condominium parcel as a result of foreclosure of the first mortgage, or, where the Institutional first mortgagee of record accepts a deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of Common expenses of assessments by the Association pertaining to such Condominium parcel, or chargeable to the former Unit owner of such parcel, which became due prior to acquisition of title as a result of foreclosure or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common expenses or assessments shall be deemed to be Common expenses collectible from all of the Unit owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in a Unit, except through foreclosure of an Institutional first mortgage of record

or by virtue of an Institutional first mortgagee accepting a deed to a Condominium parcel in lieu of foreclosure, as specifically provided hereinabove, including, without limitation, persons acquiring title by operation of law, or as purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common elements until such time as all unpaid assessments due and owing by the former Unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim of lien rights for the recovery of any unpaid assessments to the Developer, or to any Unit owner or group of Unit owners, or to any third party.

ARTICLE XI

SALE, RENTAL, MORTGAGING, OR OTHER

ALIENATION OF CONDOMINIUM UNITS

A. Sale Or Rental Of Units. In the event any Unit owner wishes to sell, rent, transfer, or lease his Unit, the Association shall have the option to purchase, rent or lease said Unit upon the same conditions as are offered by the Unit owner to a third person. Any attempt to sell, rent or lease said Unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should a Unit owner wish to sell, lease, transfer or rent his Condominium unit, he shall, before accepting any offer, deliver to the Board of Directors of the Association a written Notice containing the terms of the offer he has received, or which he wishes to accept; the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made; two (2) bank references and three (3) individual references (local, if possible) of said person; and such other information, to be requested within ten (10) days from receipt of such Notice, as may reasonably be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the requirements aforementioned.

The Board of Directors of the Association, within ten (10) days after receiving both such Notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said Notice; or, by written notice to be delivered to the Unit owner's unit or mailed to the place designated by the Unit owner in his Notice, designate the Association Unit owners, or any other person satisfactory to the Board of Directors of the Association, who are willing to purchase, lease, or rent upon the same terms as those specified in the Unit owner's Notice; or, object for good cause to the sale, lease or rental of the unit to the prospective purchaser, tenant or lessee, which cause need not be set forth in the notice from the Board of Directors to the Unit owner. However, the Association shall not unreasonably withhold its consent to the prospective sale, rental, lease or transfer.

The stated designee of the Board of Directors shall have ten (10) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the Unit owner's Notice. Thereupon, the Unit owner shall either accept or reject such offer or withdraw the offer specified in his Notice to the Board of Directors. Failure of the Board of Directors to designate such person or failure of such person to make such offer within the said ten (10) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the Unit owner's Notice. Then the Unit owner shall be free to make or accept the offer specified in his Notice and sell, lease transfer or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after the unit owner's Notice was given.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two (2) officers of the Association and delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver

its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

The subleasing or subrenting of a Unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sublease be used; or, in the alternative, the Board of Directors' approval of the lease or sublease form to be used shall be required. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

Where a corporate entity is the owner of a Unit, occupancy of said Unit by said entity's employees, officers, directors or shareholders shall not be deemed a sale, lease, rent or transfer requiring compliance with the provisions of Section "A" of this Article XI. Neither shall it be deemed an assignment or subleasing of a Unit.

B. Mortgage and Other Alienation of Units.

1. A Unit owner may not mortgage his Unit nor any interest therein without the approval of the Association, except to an Institutional mortgagee as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association. Said approval, if granted, shall be in recordable form and executed by two (2) officers of the Association. Where a Unit owner sells his Unit and takes back a Purchase money mortgage, the approval of the Association shall not be required.

2. No judicial sale of a Unit or any interest therein shall be valid unless:

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

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

3. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors of the Association. Said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

4. The foregoing provisions of this Article XI shall not apply to transfers by a Unit owner to any member of his immediate family, to-wit: spouse, children or parents.

5. The phrase "sell, rent or lease", in addition to its general definition, shall be defined as including the transfer of a Unit owner's interest by gift, devise or involuntary or judicial sale.

6. In the event a Unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents; or, if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit; or, if, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents; then, the Board of Directors of the Association may, within thirty (30) days of proper evidence or rightful designation being served upon the President or any other officer of the Association, or, within thirty (30) days from the date the Association is placed on actual notice of the said devisee or decedent, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium Parcel.

If the Board of Directors of the Association shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the Condominium Parcel, subject to the provisions of this Declaration and Exhibits attached thereto.

If, however, the Board of Directors of the Association shall refuse to give consent, then, the members of the Associa-

tion shall be given an opportunity, during the thirty (30) days next after said last above-mentioned thirty (30) days, within which to purchase, or to furnish a purchaser, to purchase for cash the said Condominium Parcel at the then fair market value thereof.

Should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an appraiser appointed by a judge of the Circuit Court in and for the area wherein the Condominium is located upon ten (10) days notice on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of such Condominium parcel. The members of the Association shall have thirty (30) days within which to purchase, or to furnish a purchaser after date of said appraisal. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, then, and only in such event, the person or persons so designated may take title to the Condominium parcel; or, such person or persons, or the legal representative of the deceased owner, may then sell said Condominium parcel and such sale shall be subject in all other respects to the provisions of this Declaration and Exhibits attached hereto.

7. All liabilities of the Unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet his said interest in the unit as provided herein.

8. Every purchaser, tenant or lessee shall take subject to this Declaration, and Exhibits hereto, as well as the provisions of the Condominium Act.

C. Special Provisions re: Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees and the Developer.

1. An Institutional first mortgagee holding a mortgage on a Condominium parcel, upon becoming the owner of a Condominium parcel through foreclosure or by deed in lieu of foreclosure, shall have the unqualified right to sell, lease or

otherwise transfer said Unit, including the fee ownership thereof, and/or to mortgage said parcel without the prior approval of the Board of Directors and the provisions of Sections A and B, of this Article XI shall be inapplicable to such Institutional first mortgagee. Once the Institutional Mortgagee has sold, transferred or conveyed its fee simple interest to any person whomsoever, the provisions of Sections A and B shall again be fully effective with regard to subsequent sales or conveyances of said Unit.

2. The provisions of Sections A and B of this Article XI shall be inapplicable to the Developer. Said Developer is irrevocably empowered to sell, lease and/or mortgage Condominium parcels or Units and portions thereof to any purchaser, lessee or mortgagee.

ARTICLE XII

INSURANCE

A. LIABILITY INSURANCE. The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the Common elements and Limited common elements of this Condominium. Each individual Unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit. In accordance with the provisions of the Condominium Act, the liability of a Unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the By-Laws. The owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the Common elements except to the extent that and only if the law mandates such personal liability.

A Unit owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to the Condominium Association a program of insurance which will not

only insure the Association's liability and the liability of Unit owners with respect to the Common elements and Limited common elements, but also the liability of individual Unit owners with respect to the interior of their Units, then the Association may obtain such liability insurance coverage protecting both the Condominium Association and the Unit owner against all liabilities for damage to persons and property whether occurring within or without a Unit, and the premium therefore shall be a Common expense. If it shall appear that Condominium unit owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all Unit owners, then the Association may require the individual Unit owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

B. CASUALTY AND FLOOD. The Board of Directors of the Association shall keep the Condominium Property insured. The Condominium Property shall include all the buildings erected upon the land and all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements. The insurance shall insure the interest of the Association and all Unit owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every two (2) years by the insurance carrier if such insurance is reasonably available. In addition to the aforesaid fire and hazards insurance, the Association shall purchase flood insurance on the said improvements in the maximum amount obtainable if the Condominium property is located in an area designated by the Department of Housing and Urban Development as being in a flood zone or flood hazards area. If necessary, the Association is authorized to obtain and accept a policy or policies with a deductible clause if the Association cannot reasonably obtain

coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

C. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all Unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized for and doing business in either Flagler County or Volusia County, Florida, designated by the Board of Directors of the Association. Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

D. PAYMENT OF PREMIUMS, TRUSTEE'S EXPENSES AND COLLECTION. The Board of Directors shall collect and pay the premiums for insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied; provided, however, that certain casualty and flood liability insurance may be assessed as provided in Paragraph H of this Article XII.

E. MANDATORY REPAIR. Unless there occurs substantial damage or destruction to all or a substantial part of the Condo-

minium Property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the Unit owners shall use insurance proceeds to repair, replace and rebuild the damage caused by casualty loss. Related costs and expenses not covered by insurance shall be borne by the Unit owners in proportion to their shares of the common elements as set forth in Article V of this Declaration.

F. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each Unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

G. ALTERNATE ASSESSMENT OF INSURANCE.

(1) The premium cost for casualty and flood insurance on the buildings and improvements on the Condominium property may be equally allocated to all Units in the Condominium as a Common expense, or, may be charged as a Special Assessment against each Unit as hereinafter provided.

(2) Until all of the Buildings containing the Units for all phases are completed, or until the Rights of the Developer to add phases pursuant to Article XXI of this Declaration have expired, the Association may purchase separate Insurance Policies on each Building and specially assess the insurance. The amount of the insurance premiums to be specially assessed, i.e., charged to each Unit, shall be determined by the Board of Directors, as hereinafter provided. Each building in the Condominium contains four Units and, at approximately the time a building in the Condominium obtains a Certificate of Occupancy, the Board of Directors shall obtain a policy or endorsement to an existing policy insuring the insurable improvements of the building and the Units therein for casualty insurance, as provided herein. When all of the buildings containing Units in the Condominium are completed, the Board of Directors may obtain one casualty insurance policy. The policy or policies shall have certain anniversary renewal dates. The casualty premium for each building and the Units therein shall be divided between the Units therein by the Board of Directors in such amount as they deem fair and equitable; however, this amount shall generally relate to the building square footage in each Unit in the applicable building.

This formula shall also be used by the Board of Directors in determining the amount of the liability insurance premium attributable to each Unit. The premiums for all other insurance, including liability and casualty insurance for the recreation facilities and other common areas, shall be charged as a common expense and shall be paid by each Unit in the Condominium in the manner provided in Article VI to this Declaration, as the case may be.

The liability and casualty insurance premiums as provided herein, excluding the recreation facilities and other common areas, shall be specially assessed annually by the Board of Directors, as hereinbefore provided. The Board of Directors shall determine the amount of the special assessment due from each Unit in this Condominium not less than 30 days nor more than 120 days prior to the date on which the annual insurance premium is due and payable. Each Unit shall be notified of the amount of the special assessment for such premium and said sum shall be due and payable within ten (10) days of the payment date as determined by the Board of Directors.

Special assessments for insurance premiums pursuant to this Article XII are liens upon the applicable Condominium Unit with the same force and effect as liens for common expenses, pursuant to this Declaration. The liens for said special assessments may be foreclosed in the same manner as mortgages are foreclosed and the provisions of Article X shall be deemed applicable to said special assessment. Special assessments for insurance premiums, as provided herein, are personal to Unit owners, as they are not uniformly incurred by all Unit owners and are not common expenses, pursuant to F.S. 718.103(7), F.S. 718.115, and the other applicable provisions of F.S., Chapter 718.

H. OWNER'S INSURANCE. Except as otherwise provided hereinabove, each individual Unit owner shall be responsible for purchasing, at his own expense, personal liability insurance, insurance for his own personal property and insurance for living expenses.

ARTICLE XIII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. DETERMINATION TO RECONSTRUCT OR REPAIR:

If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Single Unit - Owner Negligence. If the only damage to the Condominium property consists of damage to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.

2. Common Element. If the damaged improvement is a Common element, other than a building, then the damaged property shall be reconstructed or repaired by the Association unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

3. Condominium Units.

a. Lesser Damage. If the damaged improvements consist of one or more buildings, and if fifty percent (50%) or more of the Units in all buildings of the Condominium are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired by the Association, unless, within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated; it being understood that the fifty (50%) percent figure applies to all of the Units in the Condominium as a whole.

b. Major Damage. If the damaged improvements consist of one or more buildings, and if more than fifty (50%) percent of the Units in all buildings of the Condominium are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without Agreement as elsewhere provided, unless within sixty (60) days after the casualty the record owners of seventy-five (75%) percent of the Common elements consent in writing to such reconstruction and repair, it

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being understood that the fifty (50%) percent figure applies to all of the Units in the Condominium as a whole.

4. Certificate. The Association shall issue a certificate, signed by its president and secretary, to the Insurance Trustee stating whether or not the damaged property is to be reconstructed or repaired.

B. PLANS AND SPECIFICATIONS. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible; provided, however, that alterations may be made as hereinafter provided.

C. ESTIMATE OF COSTS. Immediately after a determination is made to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain bids for, or negotiate a fixed price contract or contracts for the necessary reconstruction or repairs.

D. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the Association, then prior to executing contracts for the reconstruction and repair, the following assessments shall be made: Assessments shall be made against all Unit owners on account of damage to the buildings and improvements on the Condominium property in an aggregate amount, which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same. Such aggregate amount shall be apportioned among the owners of Units in proportion to each Unit owner's undivided share in the Common elements. All amounts so assessed against the Unit owners shall be collected by the Association and deposited with the Insurance Trustee, unless the Association shall have already advanced the required amounts from reserves on hand, against collection of such assessments, and deposited same with the Insurance Trustee.

All contractors chosen by the Association shall be required to furnish to the Association a performance and payment bond in the full amount of the contract, unless such requirement is waived in writing by the mortgagee holding the greatest number of recorded mortgages on the Units in the Condominium. Notwithstanding the foregoing, the Association shall not be prohibited from entering into contracts for repairs having an aggregate cost of less than \$10,000.00, nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

E. CONSTRUCTION FUNDS. The funds for payment of the costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association for assessments against Unit Owners, shall constitute a construction fund, which shall be disbursed in the following manner:

- (1) The proceeds held in each separate construction fund shall be disbursed only for reconstructing and repairing the property with respect to which such proceeds were collected.
- (2) If there is a balance in any such separate construction fund after payment of all costs of the reconstruction and repair for which such fund is established, such balance shall be distributed to the beneficial owner or owners thereof.
- (3) If the total cost of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the Insurance Trustee shall pay such cost to the Association, and the Association shall hold such sum and disburse the same in payment of the costs of reconstruction and repair.
- (4) If the total cost of reconstruction and repair that is the responsibility of the Association is \$10,000.00 or more, but less than \$25,000.00, then the Insurance Trustee shall hold

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such sum and disburse the same in payment of the costs thereof upon the order of the Association.

(5) If the costs of reconstruction and repair that are the responsibility of the Association are more than \$25,000.00, then the Insurance Trustee shall hold such sum and disburse the same in payment of the costs thereof upon order of the Association with the approval of an architect, qualified to practice in Florida and employed by the Association to supervise the work.

(6) The Association shall keep records of all construction costs and the amount thereof to be charged to each separate construction fund.

(7) Notwithstanding the provisions of this instrument, the Insurance Trustee shall neither be required to determine whether a disbursement is to be made from a particular construction fund, nor to determine the payee or the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating the name of the payee or payees, the amount to be paid that the sums to be paid are due and payable and the particular construction fund or funds against which such payment is to be charged. Provided, that when the Association has certified that a disbursement is required hereunder to be made upon an order of the Association approved by an architect, no payment shall be made with respect to such order of the Association without such architect's approval.

ARTICLE XIV

MAINTENANCE, ALTERATION AND IMPROVEMENT

A. By the Unit Owner.

1. The owner of each Unit must keep and maintain his Unit, its equipment and appurtenances, in good order, condition and

repair, and must perform promptly all maintenance and repair work within his Unit which, if omitted, would adversely affect the Condominium, the other Unit owners or the Association and its members. The owner of each Unit shall be responsible for any damages caused by a failure to maintain said Unit. Maintenance, repair and replacement shall include, but not be limited to, the following: air-conditioning and heating equipment, including those portions of the equipment located on the Common elements; all windows and sliding glass doors, including operating mechanisms, screening and glass; service equipment, such as dishwasher, refrigerator, stoves, ovens, hot water heaters, disposals and all other appliances; plumbing fixtures and connections, sinks, drains and all pipes within the Unit or located on the Common elements, but servicing only the Unit; electrical fixtures, outlets, wiring and panels within the Unit or located on the Common elements, but servicing only the Unit; exterior doors, excluding the painting of the exterior which shall be a Common expense of the Association; floor coverings, excluding the floor slab; and inside paint and other inside wall and ceiling finishes.

2. The owner of a Unit further agrees to pay for all utilities, such as telephones, electricity, etc., that may be separately billed or charged to each Unit. The owner or owners of each Unit shall be responsible for insect and pest control within the Unit and within any Limited common elements appurtenant thereto unless separately contracted for by the Association.

3. Wherever the maintenance, repair, and replacement of any items which the owner of a Unit is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, or the Insurance Trustee, herein designated, shall be used for the purpose of making such maintenance, repair or replacement; except that the owner of such Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the

applicability of any deductibility provision of such insurance or otherwise, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

4. The interior and the interior surfaces of any Limited common element appurtenant to the Unit must be maintained by the owner of such Unit and kept in a neat, clean, and trim condition. Provided, however, that, if any portion of the interior of any such Limited common element is visible from outside the Unit and the Limited common elements appurtenant thereto, then, the Unit owner shall first obtain the written consent of the Association before altering the appearance thereof.

5. In order to preserve the architectural appearance of the Condominium as the same was originally designed and constructed, no Unit owner shall change, modify or alter the Common elements, in any way or manner whatsoever, except the interior portion of the Limited Common elements appurtenant to his Unit and not visible from the exterior thereof. Without intending to limit the generality of the foregoing, no Unit owner shall change, modify or alter the design and appearance of any of the exterior surfaces, facades and elevations, landscaping and planting, windows, or exterior doors. Nor shall any Unit owner change the design or color of any exterior lights or doors, nor install, erect or attach to any part of the exterior of his Unit any sign of any kind whatsoever. Nor shall he install, erect or attach to any part of the exterior or roof of any Unit or any part of the Common elements any sort of radio, CB or television aerial, whether for sending or receiving. Nor shall any owner erect or construct any original structure. Provided, however, that if the Board of Directors of the Association finds that it is not detrimental to the interests of the Association and its members, it may authorize a Unit owner to make such change, modification or alteration, provided that: (a) the alteration does not adversely affect the Association, any member thereof, or the Developer; (b) a copy of plans for any such alteration prepared by a licensed architect and a copy of the construction contract shall be filed with the Association and approved by its Board of Directors in writing prior to commencement of the work;

and (c) the full cost of the same is first placed in escrow with the Association.

3. By the Association.

1. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common elements, including those portions of a Unit contributing to the support of the buildings. However, its obligation to maintain the interior and interior surfaces of the Limited common elements shall exclude maintenance that the owners of the Units to which the same are appurtenant are required to perform as above provided. Should any incidental damage be caused to any Unit by virtue of the Association's failure to maintain the Common elements as herein required or by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement of any Common elements, the Association shall, at its expense, repair such incidental damage.

2. The Association, by action of its Board of Directors, may make minor and insubstantial alterations and improvements to the Common elements, including recreational facilities, which do not have a cost in excess of Five Thousand (\$5,000.00) Dollars. All other alterations and improvements must first be approved by the owners of 75% of the Units and by the mortgagee holding the greatest number of mortgages on the mortgaged Units. No alteration or improvement may be made to the Common elements which adversely affects the rights of the owner of any Unit to the enjoyment of his Unit or the Common elements, unless the owner and all mortgagees holding recorded mortgages on such Unit consent thereto in writing. If any alterations or improvements to the recreational facilities are made other than of a minor or insubstantial nature, then, in addition to the aforesaid consent, the consent of the Developer, or its successor in title to the land described in Exhibit B hereto shall be obtained unless the subsequent phase or phases, as provided for in Article XXI, have been constructed and made a part of this Condominium, or the Developer's Rights thereunder have expired.

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ARTICLE XV

USE RESTRICTIONS

The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists:

A. Residential Purposes. Each Unit (except for models and units held for sale by Developer) shall be used for single family residential purposes only and no business or commercial activity of any nature shall be maintained or conducted on any of said Units. Except as otherwise provided herein, Units may be occupied only as follows:

(1) If the owner is an individual or individuals, other than individuals constituting a business partnership, limited partnership or joint venture, the Unit may be occupied by such owner's family, servants and guests.

(2) If the owner is a corporation, partnership, limited partnership, joint venture or other business entity, the Unit may be occupied by its partners, joint venturers, employees, officers, and directors, and by members of the family, servants and guests of the foregoing.

(3) No more than a single family may reside in a Unit at any one time.

(4) If a Unit has been leased, as hereafter provided, the Lessee shall be deemed to be the "owner" for purposes of this section during the term of said lease.

B. Use of Common Elements. The Common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the benefit and enjoyment of the residents of the Units in the Condominium.

C. Lawful Use. No improper, offensive or unlawful use shall be made of the Units, the Condominium, or any part of it.

D. Insurance Rates. No owner shall permit any use of his Unit or the Condominium which would increase the cost of insurance.

E. Nuisances. No owner shall use his Unit or the Condominium in a manner which constitutes a nuisance to the other Units or upon the property of the Condominium.

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shall be furnished by
residents of the Condo-
tions shall not be required
to this Declaration or other-

Condominium Association, whether acting
directors or otherwise, shall not impose
keeping of pets in the Condominium units
pets so kept are the kind of animals, fish or
kept as household pets. With respect to pets which
ess to the outside, such as dogs and cats, the Condo-
Association may prohibit the keeping of more than two of
pets or more than two of a combination thereof in any indi-
dual Unit. The Association may also impose reasonable restric-
tions on when, where and how such pets may be permitted upon the
Common Elements of the Condominium Property. The limitation on
the prohibition of pets contained in this Paragraph H shall not
restrict nor prevent the Condominium Association from prohibiting
or requiring the removal of pets in individual cases where such
pets are or become legal nuisances and unreasonably disturb the
quiet enjoyment of the Condominium Property or Units by the Unit
owners. Furthermore, the Condominium Association may require the
Unit owners who either do not abide by the reasonable rules and
regulations as to when, where and how such pets may be permitted

Article 10

10.1 No person or pet or become a
pet or pets from

10.2 No person shall not cause
displayed or placed
awnings and/or
any type
flower
they place any furniture
on the Limited Common elements
with prior written consent of the Board
when approved, said action shall be subject
to the regulations adopted by the Board of Directors.

10.3 Clothes Lines or Antennas. No clothes
lines shall be allowed on any portion of the Common
elements except in areas that may be designated by
the Board. An antenna may not be installed and/or affixed to
any part of a Unit, the Limited common elements or the
Common elements of the Condominium.

10.4 No overnight parking of vehicles of any
kind on the Condominium property used for roadway
purposes. No overnight parking of automobiles
without a valid inspection certificate, or
motor homes, campers, or trailers, anywhere on the
Condominium property.

10.5 No signs, advertisements or other
signs, advertisements or other signs displayed
by any individual Unit owner on any
part of the Condominium property.

ARTICLE 11

LIMITED COMMON ELEMENTS

Those portions of the Common elements
use of certain Unit owners or a certain Unit owner
or other Unit owners, are deemed limited

Any expense for the maintenance, repair or replacement relating to Limited common elements shall be treated as and paid for as part of the Common expenses of the Association, unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a Unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the owner of said Unit, which assessment shall have the same force and effect as all other assessments. The Limited common elements include the following:

- A. Balconies or Terraces: A Unit owner shall have right to the exclusive use of his connecting terrace or and shall be responsible for the maintenance, care and of the paint and surface of the interior parapet floor and ceiling, within said exterior balcony maintenance, care, preservation and replacement or enclosure on the said balcony or terrace. A Unit owner may not or terrace except with the prior directors of the Association, or design of modification they may refuse to approve their sole discretion.

Unit shall have
the parking
shall be
the

For each Unit as provided for in this paragraph shall not be changed without the written consent of the Unit Owner of Record, and any Institutional Mortgagee holding a mortgage on the Unit.

As to the parking spaces not assigned by the Developer as provided in the above paragraph, the Developer, for such time as it determines in its sole discretion, and thereafter, the Board of Directors of the Association, may assign such additional parking spaces to the Unit owners in this Condominium. Any such assignment shall not be recorded in the Public Records of Flagler County, Florida. The Developer, for such time as it determines in its sole discretion, and thereafter, the Board of Directors of the Association, shall have the right to change the assignment of such additional parking spaces from time to time as it deems advisable.

A portion of the parking spaces may be for the use of guests as determined by and pursuant to the rules and regulations adopted by the Developer, for such time as it determines in its sole discretion, and thereafter, by the Board of Administration of the Association. The right to the use of a designated parking space shall be a use right only, exclusive unto the person to whom such space is assigned; subject, however, to the provisions aforesaid.

The Unit owner agrees that the parking area is exclusively for parking of automobiles, motorcycles or electric carts and no boats, trailers, trucks, campers or any other item can be parked or stored in said area.

ARTICLE XVII

EASEMENTS

A. The Common elements shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive easement, which easement is hereby created for the Unit owner's use and for the use of their immediate families, guests, invitees or licensees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended including, but not limited to, a nonexclusive easement for ingress and egress over streets, walks, and other

rights-of-way serving the units of a condominium, as part of the common elements necessary to provide reasonable access to the public ways. The Association shall have the right to establish rules and regulations governing the use and enjoyment of the just-described easements. All easements for ingress and egress shall not be encumbered by any leasehold or lien other than those on the condominium parcels, unless:

1. Any such lien is subordinate to the rights of unit owners, or

2. The holder of any encumbrance or leasehold of any easement has executed and recorded an agreement that the use-rights of each unit owner will not be terminated as long as the unit owner has not been evicted because of a default under the encumbrance, or, that the use-rights of any mortgagee who has acquired title to a unit may not be terminated.

B. All of the Condominium property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the improvements constructed on the Units, or caused by minor inaccuracies in building or re-building said improvements, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

C. If there shall be located within the boundaries of any Unit any conduits, ducts, plumbing, wiring or other facilities for the furnishing of public or private utility services to other Units, or to the Common elements, an easement in favor of the Association and the other Unit owners shall exist therefor, and an easement of access to and through such Unit for the repair and maintenance of the foregoing shall exist in favor of the Association. Said access to the Unit shall only be during reasonable hours, except that access may be had at any time in case of emergency.

D. Every portion of a Unit contributing to the support of the building shall be burdened with an easement of support for the benefit of all other Units and Common elements in the building and vice versa.

E. The appurtenances shall include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. Easements are reserved through the Condominium property as may be required for utility services in order to serve this Condominium and any subsequent phase or phases adequately. As used herein, the term "Utility Services" shall include, but not be limited to, water, sewer, telephone, power, electric, natural gas, cable television, irrigation, and other utility services. Developer, for itself, its assigns, and the Association herein described, reserves the right to impose upon the Common elements henceforth, and from time to time, such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary and proper for, the Condominium.

G. Until all of the Phases described in Article XXI are submitted to this Condominium form of ownership under this Declaration, or until the Developer's Rights under Article XXI have expired, the Developer shall have the right and easement to enter on, over and across the Condominium Property for construction purposes and for access to the lands in subsequent phases and shall have the further right to use the Condominium Property for construction purposes. No Unit owner, his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns in connection with such construction; and, any such construction shall not be deemed a nuisance. Should any additional documentation be required or be deemed necessary for the purpose of documenting this easement and right, the Association and/or the Developer shall execute the same in recordable form.

H. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so

created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

ARTICLE XVIII

TERMINATION

A. Manner. The Condominium may be terminated in the manner provided by the Condominium Act; it may also be terminated as hereinafter set forth.

B. Time. 1. In the event of major damage to the Condominium property, as set forth in Article XIII(A), the Condominium may be terminated as provided in and subject to the provisions of Article XIII and XVIII hereof.

2. The Condominium may be terminated at any time by the written consent of the record owners of all Units and with the written consent of the mortgagee holding the greatest number of recorded mortgages on the Units.

3. The Condominium may be terminated at any time with the written consent of (i) the record owners of Units having appurtenant thereto not less than a 75% undivided interest in the Common elements and (ii) the mortgagee holding the greatest number of recorded mortgages on the Units in the Condominium; provided, however, that within thirty (30) days following the date that the necessary number of such consents are obtained, all consenting owners, or a lesser number of them, shall agree in writing to purchase all Units owned by non-consenting record owners of each Unit, by exercising the option to purchase such Unit, set forth in paragraph (a) below. Such consents shall be irrevocable until the expiration of the said thirty-day period, at which time, if all such options are exercised, the consents shall be irrevocable and the Condominium shall be terminated. The option to purchase each Unit belonging

to non-consenting owners shall be exercised and the purchase thereof shall be consummated as follows:

- (a) Exercise of Option. The option shall be exercised by personal delivery or by registered mail to the record owners of each Unit to be purchased an Agreement to Purchase, signed by the persons who will participate in the purchase of such particular Unit, together with a notice, which shall state that all Units owned by owners not approving the termination are to be purchased, and which shall set forth all Units to be purchased and the names of all persons participating in each such purchase. The agreement shall effect a separate contract between the sellers and the purchasers of each particular Unit.
- (b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, it 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 award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- (c) Payment. The purchase price shall be paid in cash.
- (d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.
- (e) Failure to Close. If any sale shall fail to close, the Association may procure another purchaser to purchase the Unit at the said sales price; the closing of the latter sale to take place within sixty (60) days

following the closing date of the sale which failed to close. At such time as all such purchases have been closed, the Condominium shall terminate.

C. Evidence of Termination. The termination of the Condominium in any manner shall be evidenced by a certificate of the Association, executed by its president and secretary, certifying under oath as to facts effecting the termination. Said certificate shall become effective upon being recorded in the Public Records of Flagler County, Florida.

D. Ownership and Distribution After Termination. In the event the Condominium shall be terminated, then upon termination:

(1) The then-Unit owners shall own all of the Condominium property as tenants in common in undivided shares that shall be the same as the undivided shares in the Common elements appurtenant to the owners' Units immediately prior to the termination.

(2) If the subsequent phase or phases shall not have been developed pursuant to Article XXI, and if the rights of the Developer and its successors in title to develop shall have terminated, then all assets of the Association shall be distributed to the Unit owners in the same manner as set forth in paragraph (1) of this Paragraph "D".

(3) If the subsequent phase or phases shall not have been developed pursuant to Article XXI, and if the rights of the Developer and its successors in title to develop said phase or phases shall not have terminated, then the Association shall offer to sell any existing Common recreational facilities to the Developer or its said successor in title to the property described in Article XXI hereto at its fair market value. The Developer, or said successor in title, shall have sixty (60) days within which to accept the offer. If the offer is accepted, the Association shall convey the Common recreational facilities to said purchaser by warranty deed and shall distribute the sales proceeds

and the other assets of the Association to the Unit owners in proportions as provided in paragraph (1) above. If the offer is not accepted, the right of the Developer and its successor in title to develop said Phase or Phases shall terminate and the Common recreational facilities shall be distributed to the Unit owners as provided in paragraph (1) above.

E. Amendment. This Article concerning termination cannot be amended without the consent of all Unit owners and of all record owners of mortgages upon the Units. No amendment may be made to this Article which impairs the rights of the Developer and its said successors in title to develop the subsequent phase or phases as provided for in Article XXI, or which impairs the rights of owners of Units in said subsequent phase or phases.

ARTICLE XIX

COMPLIANCE AND ENFORCEMENT

Each Unit owner shall be governed by and shall comply with the terms of this Declaration of Condominium, the Articles of Incorporation, the By-Laws and Regulations and the Rules of the Association. Failure of a Unit owner so to comply shall entitle the Association and/or the other Unit owners to the relief set forth in the following sections of this Article, in addition to the remedies provided by the Condominium Act.

A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or willful act or that of any member of his family, guest, employee, agent, lessee, invitee or pet; but, he shall only be liable to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common elements, by the Unit owner.

In any proceeding arising because of an alleged failure of a Unit owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation, By-Laws, Regula-

tions or rules of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including fees on appeal, as may be awarded by the Court.

The failure of the Association, the Developer or any Unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, By-Laws, or the Regulations or the Rules of the Association, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XX

RIGHTS OF DEVELOPER

A. So long as Developer shall own any Unit, the Developer shall have an absolute right to lease, sell, transfer, and/or convey any such Unit to any person, firm, or corporation, upon any terms and conditions as it shall deem to be in its own best interest. In connection herewith, the right the Association has, or may hereafter acquire, to approve or disapprove purchasers, lessees and other transferees shall not be operative or effective in any manner as to Developer. Said Developer shall have the right to transact on the Condominium property any business necessary to consummate the sale, lease or rental of Units, including, but not limited to, the right to use the parking areas for customer parking, to maintain models, to have signs on the Condominium Property, to have employees in the models or offices, and to have the use of Common elements to show Units. The Developer may use the Recreational Facility as a sales office or facility, in which event the signs, and all items pertaining to sales or rentals, shall not be considered Common elements, and shall remain the property of the Developer. In the event there are unsold Units, the Developer retains the right to be and remain the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

B. The Developer shall have the right to retain control of the Association and to elect members of the Board of Directors of

the Association in accordance with, and pursuant to, the provisions of the Florida Statutes 718.301, in effect as of the date of the recordation of this Declaration.

Whenever Developer shall be entitled to designate any person or persons to serve on the Board of Directors of Association, such designation shall be made in writing. Developer shall have the right to remove any person or persons so designated by it and to replace such person or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of their unexpired term. Written instruments so designating or removing directors shall be executed by or on behalf of the Developer and shall become effective upon delivery to the Secretary of the Association.

Any person designated by the Developer to serve on the Board of Directors of the Association shall not be required to disqualify himself upon any vote on any management contract or other matter as to which the Developer or the said Director may have a pecuniary or other interest. Similarly, Developer, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract or other matter between Developer and Association, where the said Developer may have a pecuniary or other interest.

C. The initial assessment for each Unit owner shall be as set forth in the Estimated Operating Budget attached hereto. Notwithstanding the obligation of each Unit owner to pay his share of the Common expenses and assessments as provided for in this Declaration, until December 31, 1986, or four (4) months after Developer gives notice pursuant to F.S. 718.403 that it is not going to add the remaining Phases to this Condominium, or, until the date when the majority of the Board of Directors of the Condominium Association is elected by the Unit owners in the Condominium rather than by the Developer, whichever is sooner as determined solely by the Developer, the Developer shall be excused from payment of its share of the Common expense as to the Units owned by the Developer. During the period of time when the

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Developer is excused from paying its share of the Common expense, the Developer shall be obligated to pay the difference between the Association's actual common expenses for the year and the total of sums collected for Common expenses from Unit owners other than the Developer, pursuant to the operating budget attached hereto and operating budget for subsequent years. This guaranty applies to the original Units contained in this Condominium, as well as the Units contained in subsequent Phases if they are added to this Condominium pursuant to Article XXI. The guaranteed assessment for the first year of operation, beginning July 1, 1981, is \$82.00 a month per Unit, or \$246.00 quarterly per Unit, or \$984.00 annually. In subsequent years, the assessment to the unit owner may increase, but in no event during the guarantee period shall said increase exceed twenty (20%) percent in toto over the previous year's total annual assessment for each Unit, as specified in the preceding year's operating budget.

D. Nothing herein contained shall be construed as giving this Condominium or the Association the exclusive right to use the name THE WOODHAVEN CONDOMINIUM AT PALM COAST, and the Developer reserves the right to use said name in future Palm Coast projects, changing only the number designation of the project. Further, nothing herein contained shall be construed as allowing this Association to manage future Woodhaven Condominium projects.

E. All rights in favor of Developer reserved in this Declaration of Condominium and the exhibits attached hereto are freely assignable in whole or in part by Developer, and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

ARTICLE XXI

PHASE CONDOMINIUM

This Condominium may be developed in Phases pursuant to F.S. 718.403, with the first phase, i.e., Phase One, consisting of the real property legally described in Exhibit B-1 attached hereto. Phase One consists of the Units in the buildings and

other improvements as shown and set forth in Exhibits A and B-1 attached hereto. The Units in Phase One of this Condominium shall own a fractional undivided interest in the Common elements and be responsible for a fractional share of the Common expenses of this Condominium as set forth in Articles V and VI of this Declaration.

Should the developer decide, in its sole discretion, to add Phases Two through Four to this condominium, each phase shall consist of the lands, Units in the buildings and other improvements as set forth in Exhibits A and B-2 through B-4 to this declaration. Exhibit B-5 is a proposed survey, plot plan and legal description showing the Condominium if all phases are developed and added to this Condominium. Each phase shall contain the following units and each Unit owner's fractional undivided interest in the common elements, common expenses and common surplus, are as follows:

<u>Phase</u>	<u>Units</u>	<u>Unit owners individual share in common elements, expenses and surplus as each phase is added to the Condominiums</u>
I	60	1/60
II	40	1/100
III	60	1/160
IV	40	1/200

Exhibit A to this Declaration sets forth the floor plans for the four types of buildings that may be built by the Developer for Phase I, as well as Phases II through IV, if they are added to this Condominium. The survey and plot plans for each subsequent phase (Exhibits B-2 through B-4) set forth the building number and the letter designation showing the building type for each building of each phase. The general size and type of Units in each building type will not change, but the Developer reserves the right, pursuant to F.S. 718.110(4) and Article VII of this Declaration, to vary the mix of building types in Phases I through IV. Any change of the building types within a phase or

phases will not vary the Unit owners share in the Common Elements, surplus or expenses.

If Phases II through IV are added to this Condominium, the impact on the Condominium will be to increase the number of Units from 60 Units to a maximum of 200 Units, and the number of persons who will be entitled to use the recreational facilities will also be increased accordingly. The further impact will be to increase the Common expenses; however, the number of Units sharing the said costs will be increased as provided for above. Subsequent phases (Phases II through IV), if added to this condominium, will be completed on or before December 31, 1986.

Each Unit in the Condominium is entitled to membership in the Condominium Association, and one member who is designated as a voting member by a Unit owner shall be entitled to cast one (1) vote at any meeting of the Association as provided in Article IV of this Declaration. When the membership consists of only Phase One, there will be 60 memberships and voting members in the Association. As each Phase is added to this Condominium, the voting memberships and voting members in the Association will be increased by the number of Units added by each amendment, with each voting member being entitled to cast one (1) vote at any Association meeting. There are no ownership interests in the Condominium Association.

Should the Developer, in its sole discretion, decide to construct and add all or a portion of the Units in Phase II through Phase IV to this Condominium, then, upon substantial completion of the construction of the improvements, including the building or buildings to be added in said phase or phases, the Developer shall cause a surveyor, authorized to practice in the State of Florida, to prepare a survey of the phase or phases to be added and to certify said survey as required by and pursuant to the applicable provisions of F.S. 718, et. seq., and F.S. 718.104 (4)(b). This survey shall be attached to an amendment or amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Flagler County, Florida, together with such other Exhibits relating thereto as the Developer determines, in its sole discre-

tion, are necessary. Pursuant to F.S. 718.403, of the Condominium Act and in Article VII(E) in this Declaration, this amendment or amendments shall not be required to be executed by, nor consented to by, the Unit owners, the Condominium Association, nor the members thereof, nor the owners or holders of any lien encumbering a Condominium parcel in this Condominium.

Nothing contained in this Article XXI shall be construed as requiring the Developer to construct the additional Units and buildings referred to herein and add the same to this Condominium; but, if said Units and buildings are constructed and added to this Condominium in one or more subsequent phases and amendments, all such construction will be completed, and the buildings and Units will be added to this Condominium by December 31, 1986. Furthermore, in no event shall a sales contract be executed for any unit in any phase for which completion and closing on that unit shall be extended beyond two years from the date of said contract.

ARTICLE XXII

RECREATION FACILITIES WITHIN THIS CONDOMINIUM

The recreation facilities within this Condominium are described in Exhibit E attached hereto. As of the date of the recording of this Declaration of Condominium with Exhibits attached hereto in the Public Records of Flagler County, Florida, the personal property located within the recreation area and facilities shall consist of such personal property as is specified in Exhibit E, attached hereto and made a part hereof.

Any person who is the owner of a Condominium parcel in this Condominium, together with spouse and other members of said parcel owner's immediate family who are in residence in the Condominium parcel, as provided herein, may use the recreation facilities of this Condominium. Where a corporation is a condominium parcel owner, the use of said facilities shall be limited at any one time to such officer, director or employee of said corporation who is in actual residence and such individual shall be deemed to be the Condominium parcel owner for the purposes of

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this paragraph. All Unit owners' children, and children of guests or invitees who are under such age as determined by the Association, must be accompanied by an adult to such portions of the recreation facilities as the Association determines. Guests and invitees of a Unit owner, whether in temporary residence in the Condominium or not, may only be permitted to use said recreation facilities or portions thereof with permission of the Association, and subject to the terms and conditions as the Association may determine in its sole discretion, including the payment of additional compensation therefor. It is understood and agreed that said recreation facilities are primarily designed for the use and enjoyment of Unit owners and the use by others may be required to be limited or not permitted at all during certain times of a day, certain weeks or months of a year. The Association shall determine the foregoing in its sole discretion, including the manner and method in which said recreation facilities are to be used and under what circumstances. Notwithstanding the foregoing, where children in residence in a Condominium are the sons or daughters of the parcel owner, such parent shall not be required to pay additional compensation for use by said children of said recreation facilities. Where a Unit owner owns more than one unit, the family in residence in each Unit shall be entitled to the use of the recreation facilities, whether said family in residence be a lessee of said Condominium unit or otherwise. Where a party owns one Condominium unit and leases same, the lessee shall be entitled to the use of said recreation facilities, and said lessee's rights thereto shall be the same as though said lessee were the Unit owner. During the terms of said lease, the Unit owner and his family shall not be entitled to the use of said facilities.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. Notices. Whenever notice is required under the terms of this Declaration, such shall be given in writing to the Association, to the Unit owner, or to any mortgagee, as the case may be, by personal delivery to such party, or by depositing with

postage prepaid in the United States mails, registered or certified with return receipt requested, addressed as follows:

ASSOCIATION

As the Association's address appears on record at the office of the Secretary of State of Florida.

UNIT OWNER

As the address of the Unit owner appears on the books of the Association.

MORTGAGEE

As the address of the mortgagee appears on the books of the Association.

Notice served on the Secretary of the Association in the aforesaid manner shall constitute notice to the Association. Until the election of the officers of the Association, Developer shall be authorized to act as agent on behalf of the Association with respect to the giving of notice as hereinbefore provided. Notice to Developer shall be as aforesaid and addressed as follows:

Palm Coast Construction Company
Utility Drive
Palm Coast, Florida 32051
Attn: General Manager, Administrative Services

or to such other address as Developer shall, in writing, advise the person giving such notice to utilize for such purposes.

B. Covenants. All the provisions of this Declaration and the Exhibits attached hereto shall be construed as covenants running with the land and with every part thereof; and, every interest therein, and every Unit owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said documents.

C. Invalidity. The invalidity in whole or in part of any covenant or restriction, or any section, paragraph, subparagraph, sentence, clause, phrase, word or other provision of this Declaration or any Exhibit thereto, shall not affect the validity of the remaining portions thereof.

D. Heading. The headings of the sections, subsections, paragraphs and subparagraphs of this Declaration are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections and subsections.

E. Interpretation. The interpretation, construction, and effect of this Declaration shall be in accordance with and be governed by the laws of the State of Florida.

F. Easements. The Developer and its successors as Developer retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner or of the Condominium Association, easements upon the Condominium Property for public utility purposes and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public-ways; providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium Property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the Public Records of Flagler County, Florida, a written instrument to that effect, from and after the recording of which the Developer and its successors and assigns as Developer shall no longer have the powers and authorities reserved or granted in this Paragraph F.

G. Cable Television. 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 C shall be construed to impose upon the Developer or any other person, either real or corporate, the obligation to provide or install either a master television antenna or cable television facilities in this Condominium, nor to prohibit such installation.

H. Abandonment by Unit Owner. No owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or by the abandonment of his Condominium Unit.

I. Acceptance. The Condominium Unit owners, by virtue of their acceptance of the Deed of Conveyance to their Condominium Unit, and other parties by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

J. Partition. No Condominium parcel owner shall bring, or have any right to bring, any action for partition or division of the Condominium property.

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

IN WITNESS WHEREOF, the Developer, by its appropriate officers, has executed this Declaration, this 5th day of October, 1981, and caused its seal to be affixed.

Signed, sealed and delivered in the presence of:

Vicki L. Stevens

Dani A. Telle

By:

Attest:

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF FLAGLER

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I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgements in said county and state, personally appeared James E. Gardner and Elizabeth B. Haynes, known to me to be the President and Secretary, respectively, of PALM COAST CONSTRUCTION COMPANY, a Florida corporation; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of said corporation, that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the county and state last aforesaid, this 5 day of October, 1981.

Vickie S. Eberhardt
NOTARY PUBLIC State of Florida at Large

My Commission Expires -

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 28 1982
ISSUED BY GENERAL REG. DIVISION

THIS INSTRUMENT PREPARED BY
ELIZABETH B. HAYNES
ITC COMMUNITY DEVELOPMENT CORPORATION
EXECUTIVE OFFICES
PALM COAST, FL 32051

WOODHAVEN
AT
PALM COAST

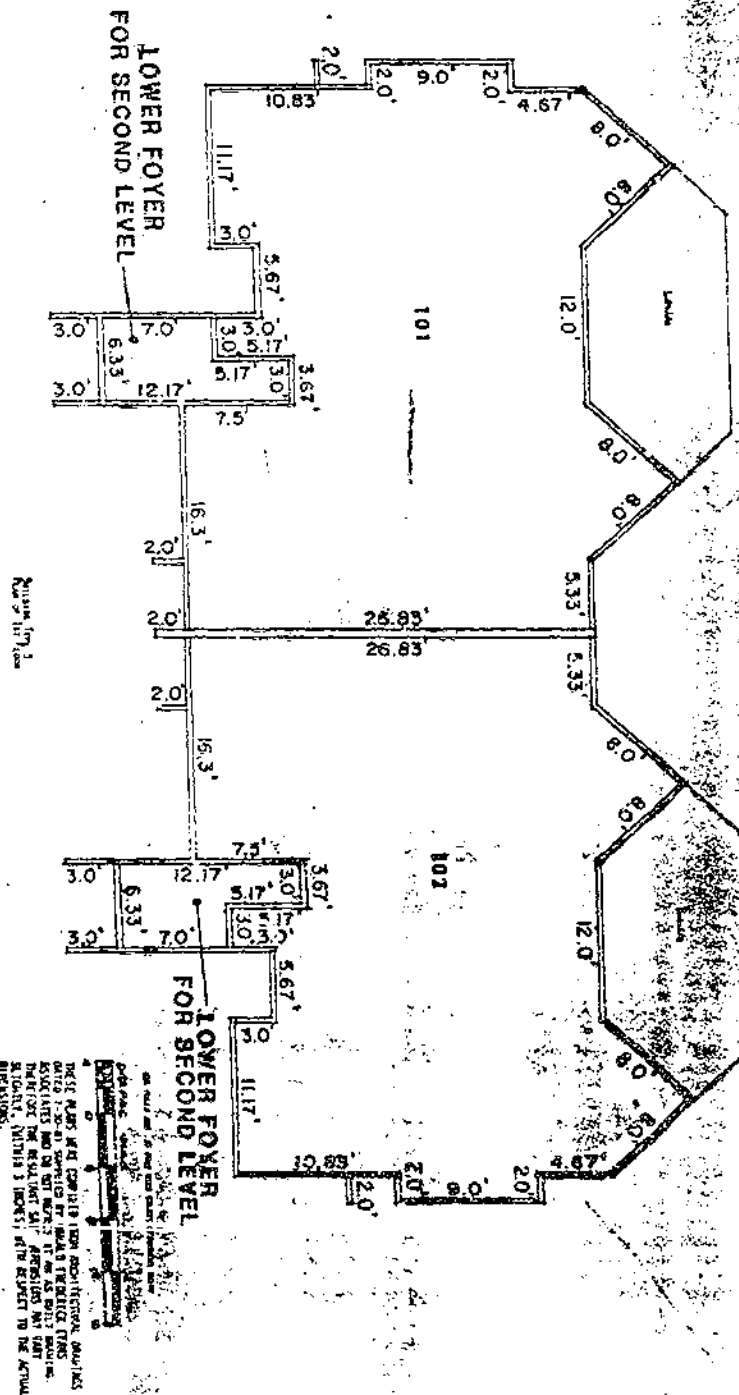


EXHIBIT A, Page 1

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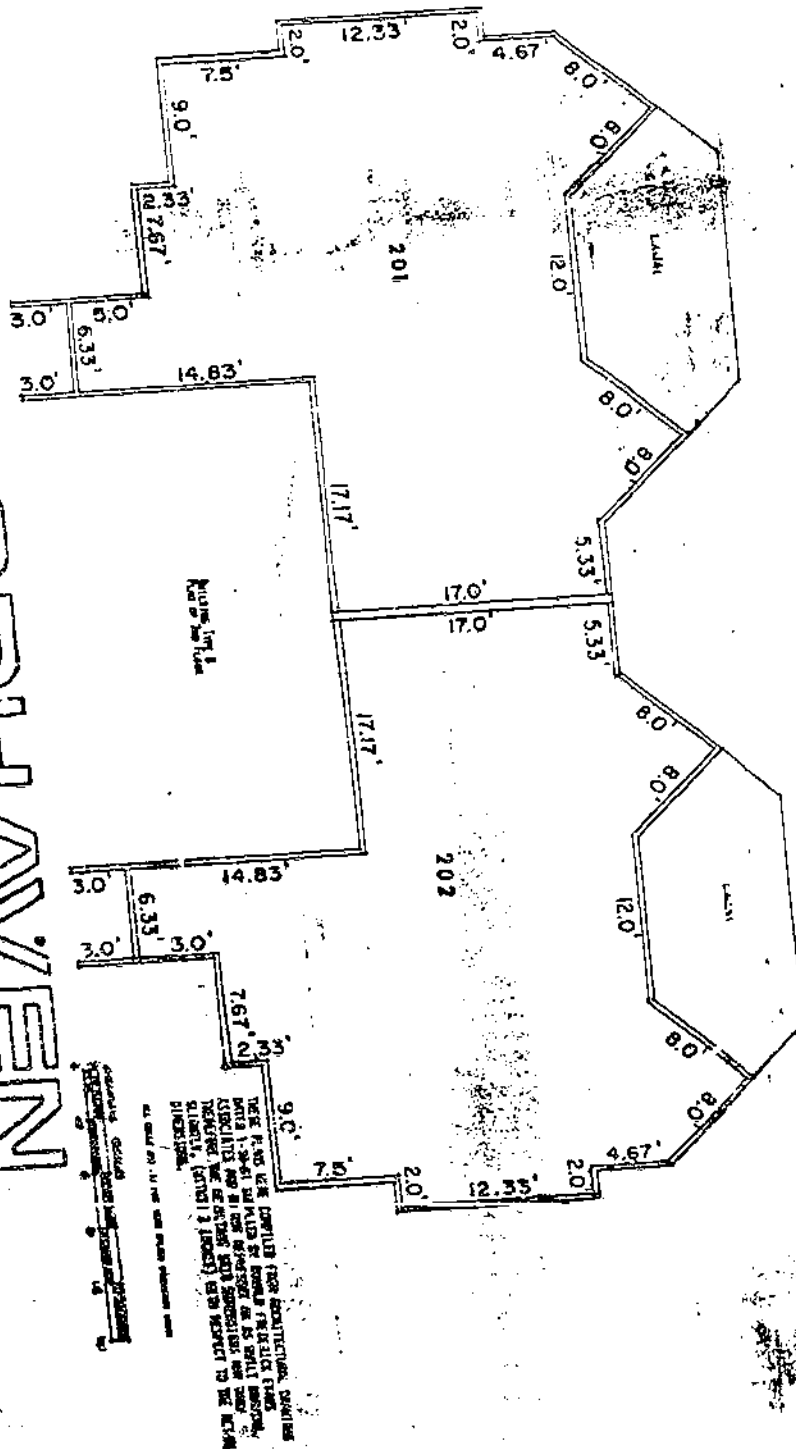


EXHIBIT A, Page 2

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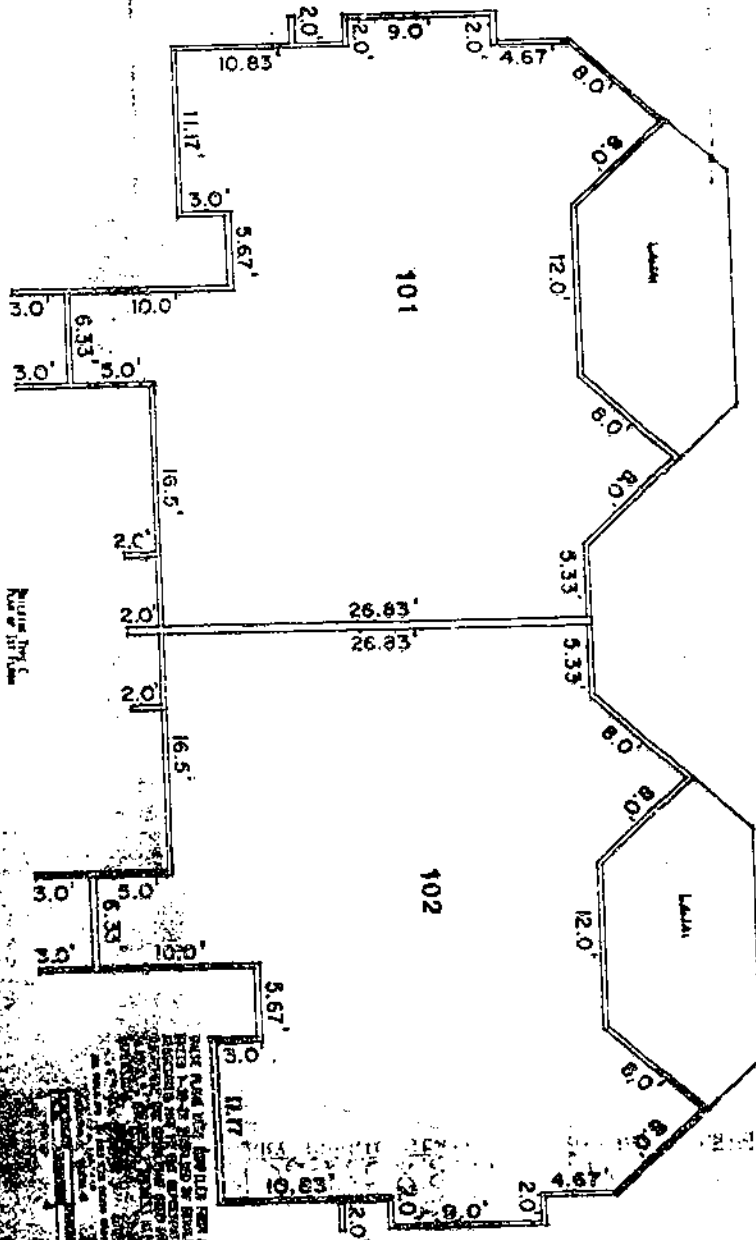


EXHIBIT A - Page 3

WOODHAVEN AT PALM COAST

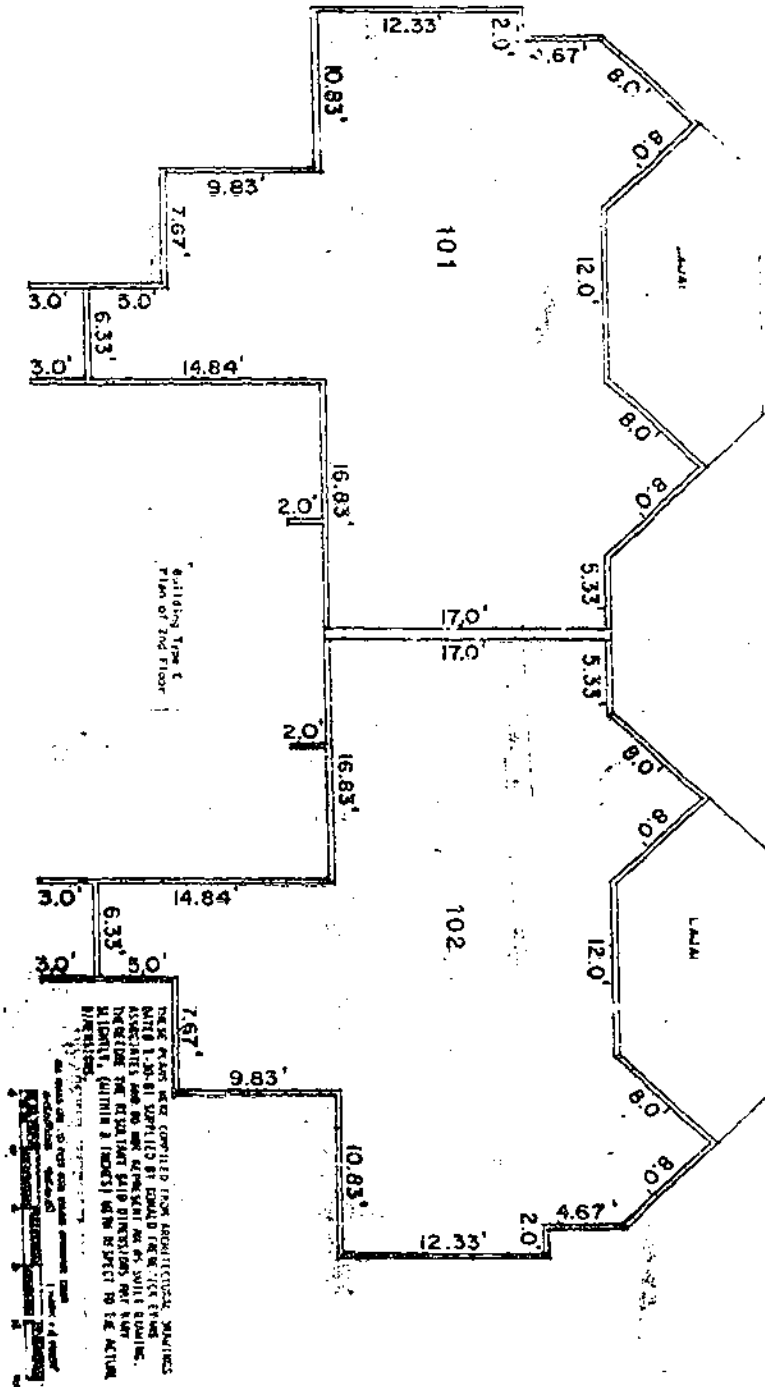


EXHIBIT A, Page 4

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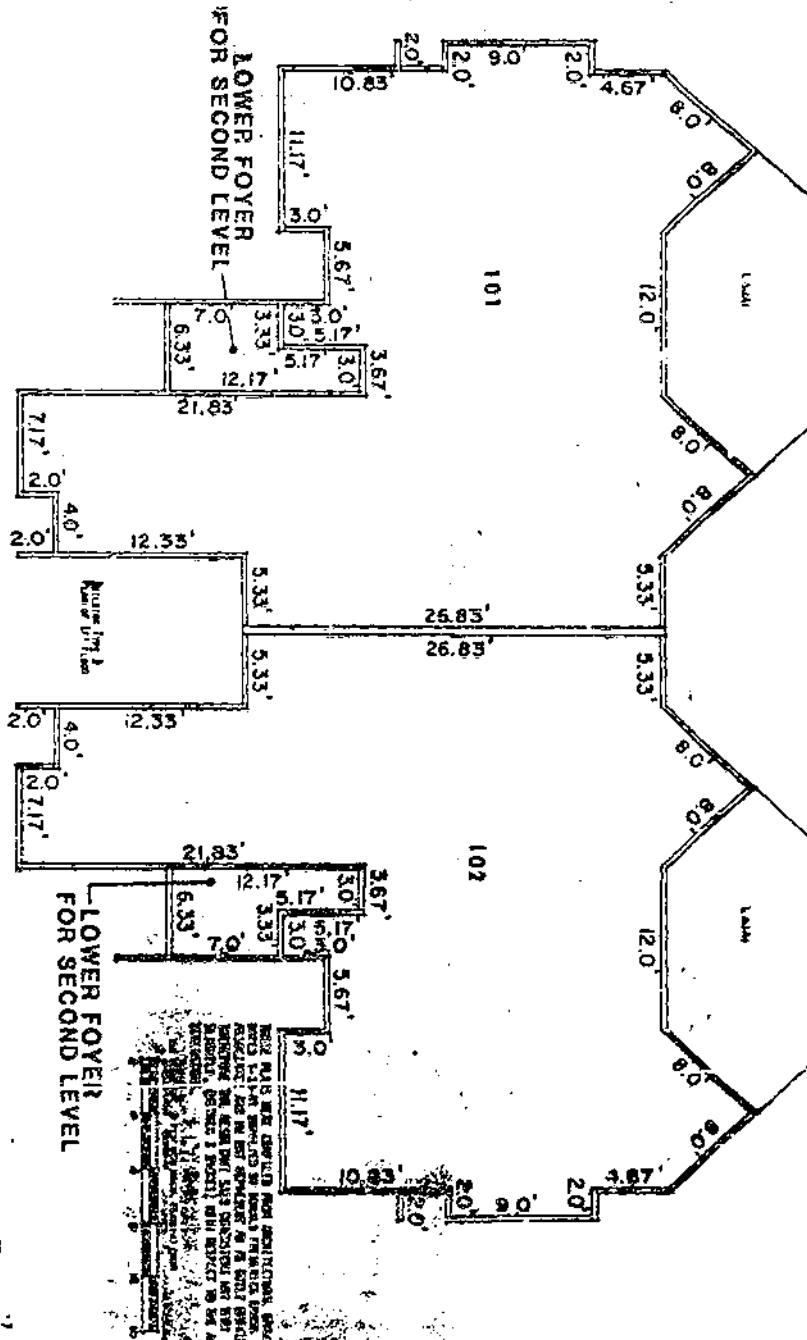


EXHIBIT A, Page 5

WOODHAVEN
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WOODHAVEN
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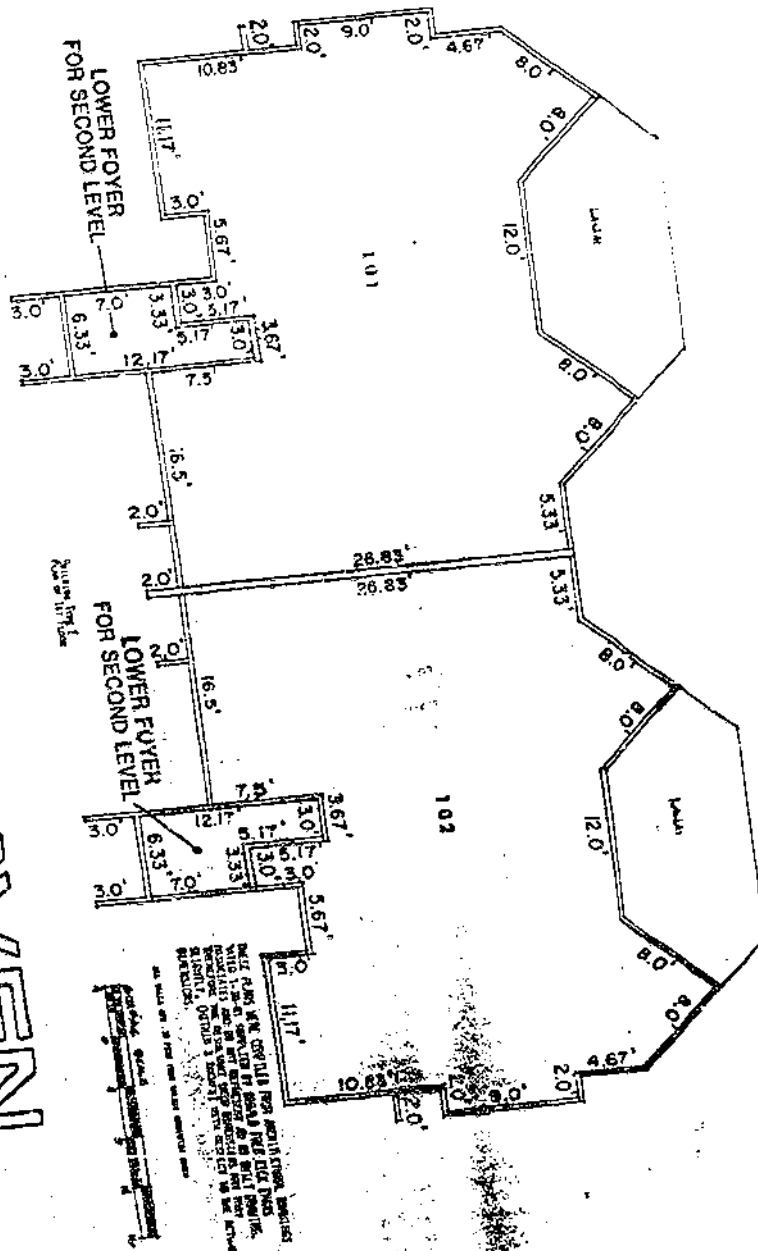


EXHIBIT A. Page 1

WOODHAVEN AT PALM COAST

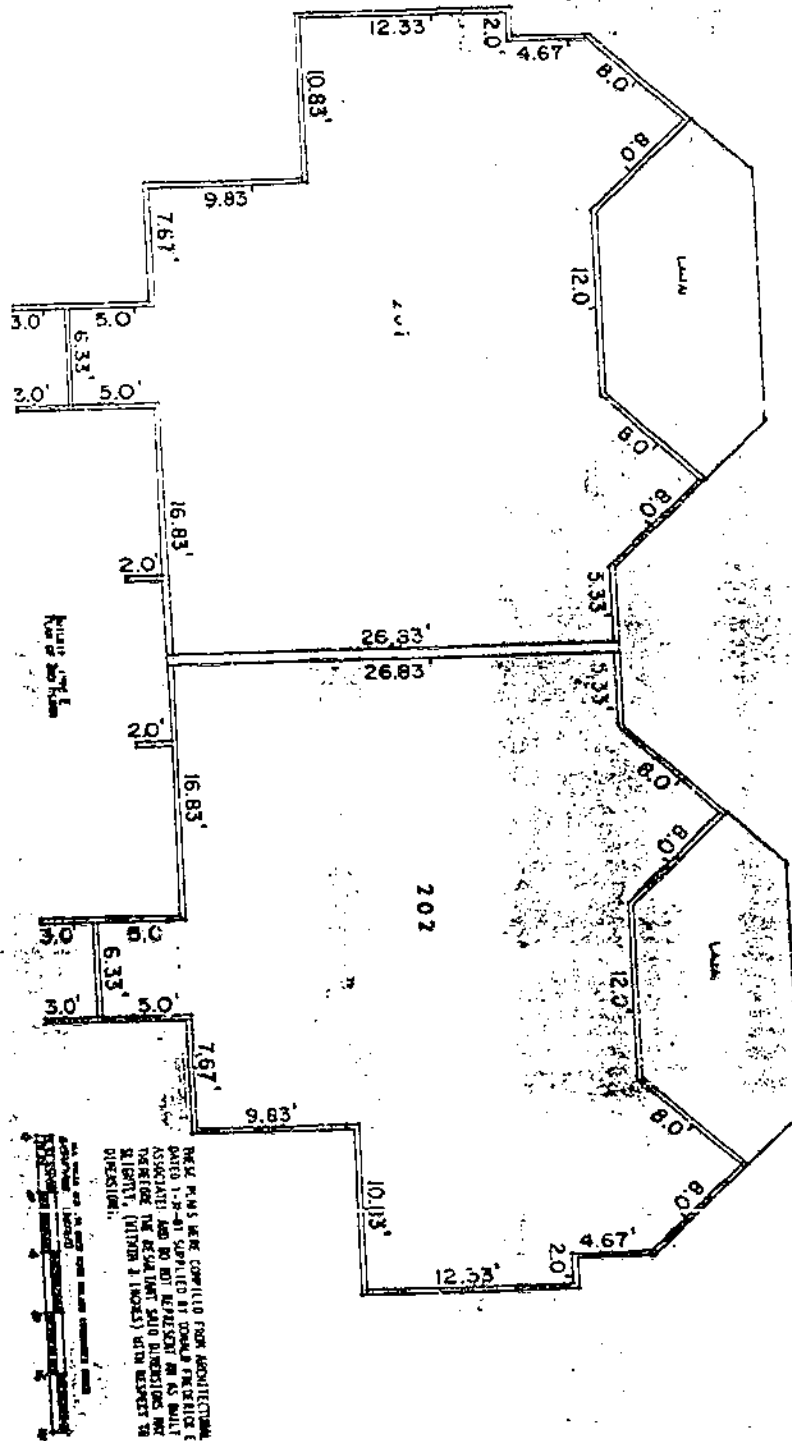


EXHIBIT A, Page 8

THESE PLANS WERE COMPILED FROM ARCHITECTURAL DRAWINGS
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EXHIBIT B-1
SURVEY OF
THE WOODHAVEN CONDOMINIUM
AT PALM COAST

PHASE 1

SUBMITTED TO
FLAGLER COUNTY, FLORIDA

PREPARED BY
THE COMMUNITY DEVELOPMENT CORPORATION
1000 STATE ROAD 100 FLAGLER BEACH, FLORIDA 32036

1000 STATE ROAD 100
FLAGLER BEACH, FLORIDA 32036

ROBERT D. COANE DIRECTOR OF DESIGN AND ENGINEERING

DRAWING NO. _____
SHEET 3 OF 3

DATE _____
SCALE 1" = 100'

EXAMPLE OF SUPERVISOR'S CERTIFICATE

1. I, [Name], Supervisor of the [Department], do hereby certify that the construction of the improvement is substantially complete and that the construction of the improvement is substantially complete and that the construction of the improvement is substantially complete.

2. I further certify that, subject to the provisions of the ordinance, the improvement is substantially complete and that the construction of the improvement is substantially complete.

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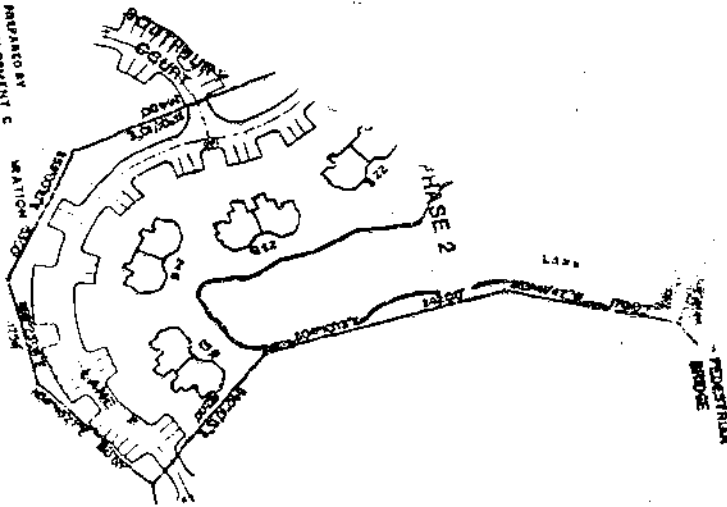
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10. I further certify that, subject to the provisions of the ordinance, the improvement is substantially complete and that the construction of the improvement is substantially complete.

PREPARED BY
ST. COMMUNITY DEVELOPMENT C.
DESIGN AND ENG. INTERIM,
PALM COAST, FLORIDA 32137.



1. I, [Name], Supervisor of the [Department], do hereby certify that the construction of the improvement is substantially complete and that the construction of the improvement is substantially complete.

2. I further certify that, subject to the provisions of the ordinance, the improvement is substantially complete and that the construction of the improvement is substantially complete.

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10. I further certify that, subject to the provisions of the ordinance, the improvement is substantially complete and that the construction of the improvement is substantially complete.

EXHIBIT B-2


It is the duty of the State to protect the property of its citizens and to provide for the maintenance of the public order. It is the duty of the State to protect the property of its citizens and to provide for the maintenance of the public order. It is the duty of the State to protect the property of its citizens and to provide for the maintenance of the public order.

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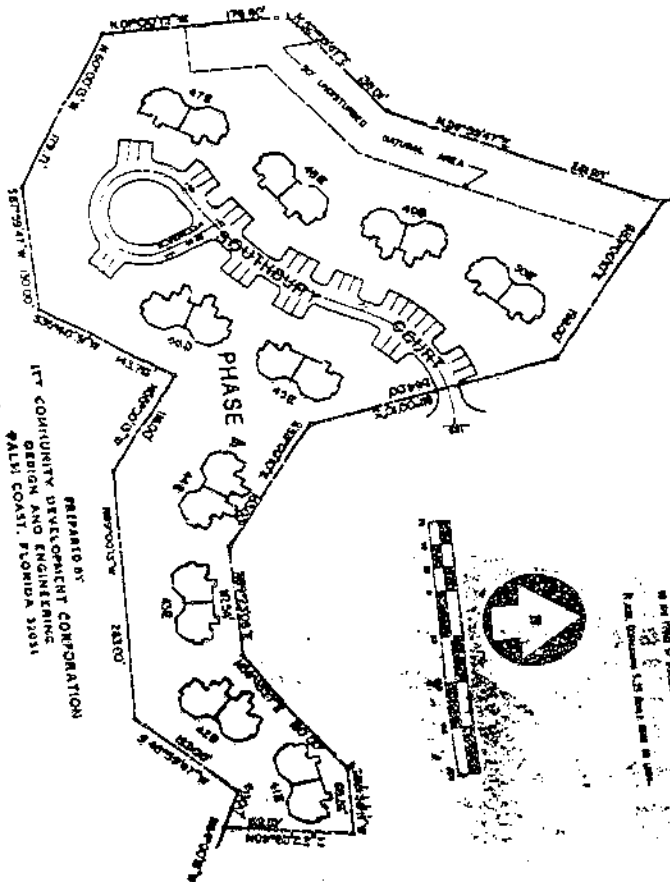
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PROPOSED PHASE 4

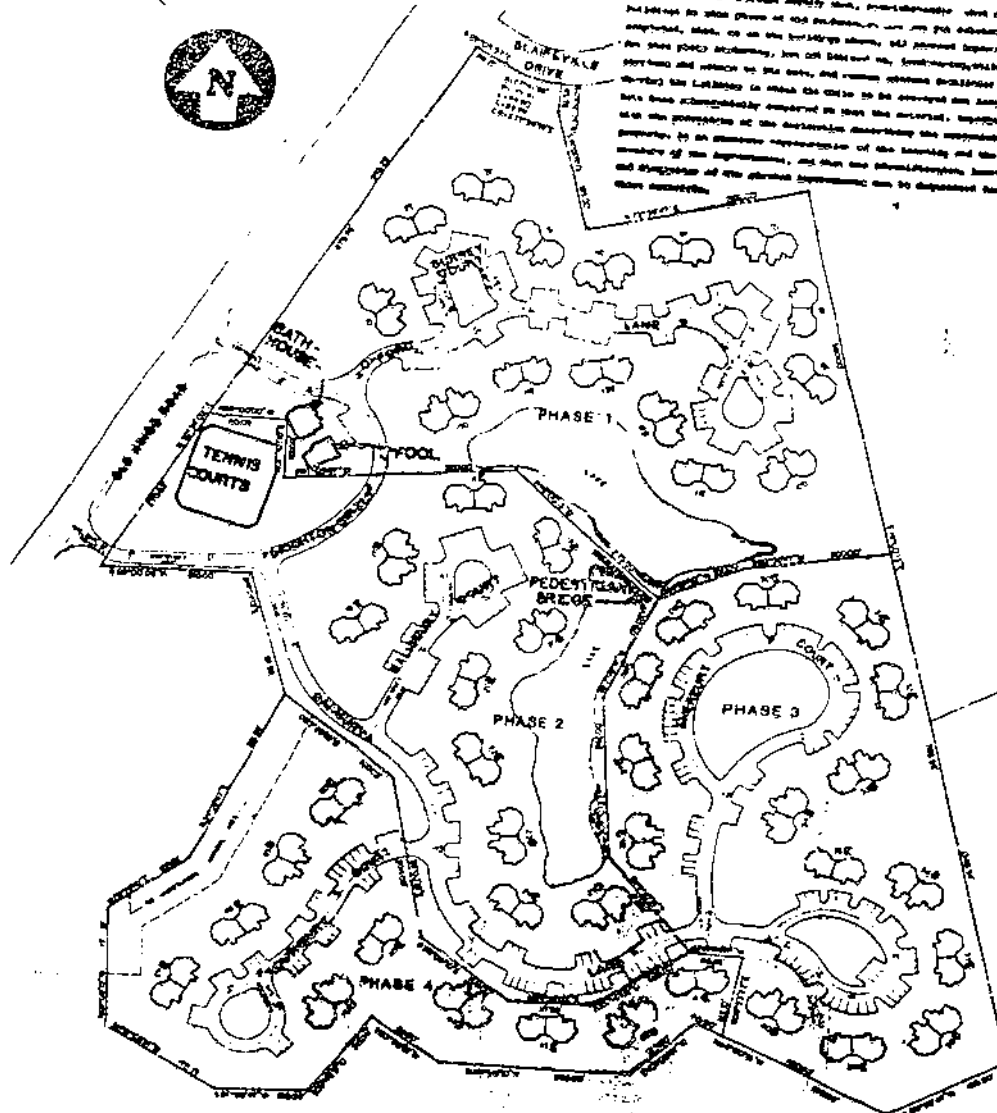


PREPARED BY
ITT COMMUNITY DEVELOPMENT CORPORATION
DESIGN AND ENGINEERING
ORION AND FLORIDA 32031
PALM COAST, FLORIDA 32031

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EXHIBIT B-4

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2215-383

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981 and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of Building 14 of Phase I, as depicted on Exhibit "B-1" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and,

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase I.

NOW, THEREFORE:

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with the authority reserved unto the Developer in the Declaration; and, the original Exhibit "B-1" of the Declaration is hereby replaced by the survey of Phase I attached to this amendment, and labeled Exhibit "B-1", which is made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-1".

THIS INSTRUMENT PREPARED BY
WILLIAM B. HAINES
HIS COMMUNITY DEVELOPMENT CO., INC.
EXECUTIVE OFFICES
PALM COAST, FL 32909

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and in the Exhibit attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 15 day of June, 1983.

Signed, Sealed and Delivered in the presence of:

PALM COAST CONSTRUCTION COMPANY, a Florida corporation

Doc. Pizer
Orlene Wilson

By James E. Gardner
James E. Gardner, President
CORPORATE SEAL

STATE OF FLORIDA)
COUNTY OF FLAGLER) SS:

I, an officer authorized to take acknowledgments according to the laws of the State of Florida, do HEREBY CERTIFY that JAMES E. GARDNER, as President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

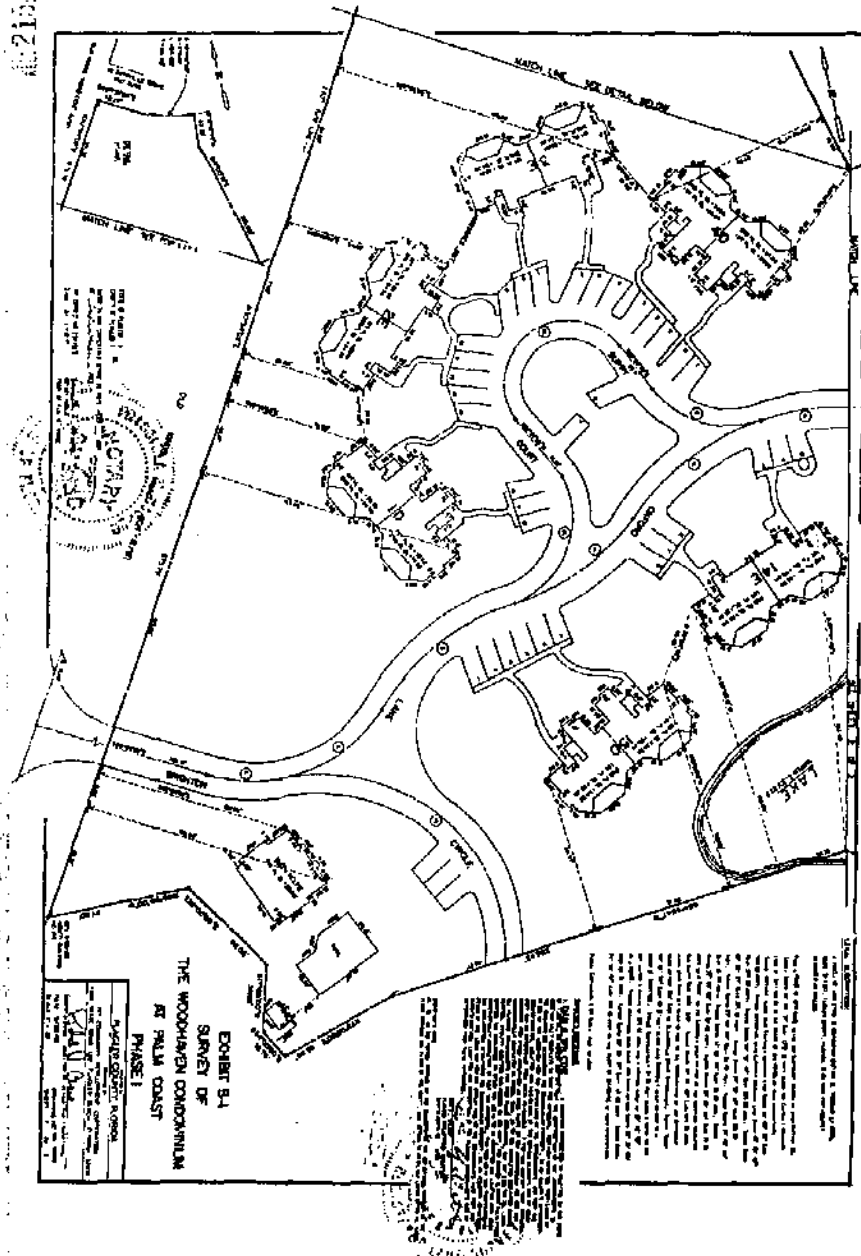
WITNESS My hand and official seal, this 15 day of June, 1983.

Doc. Pizer
Notary Public

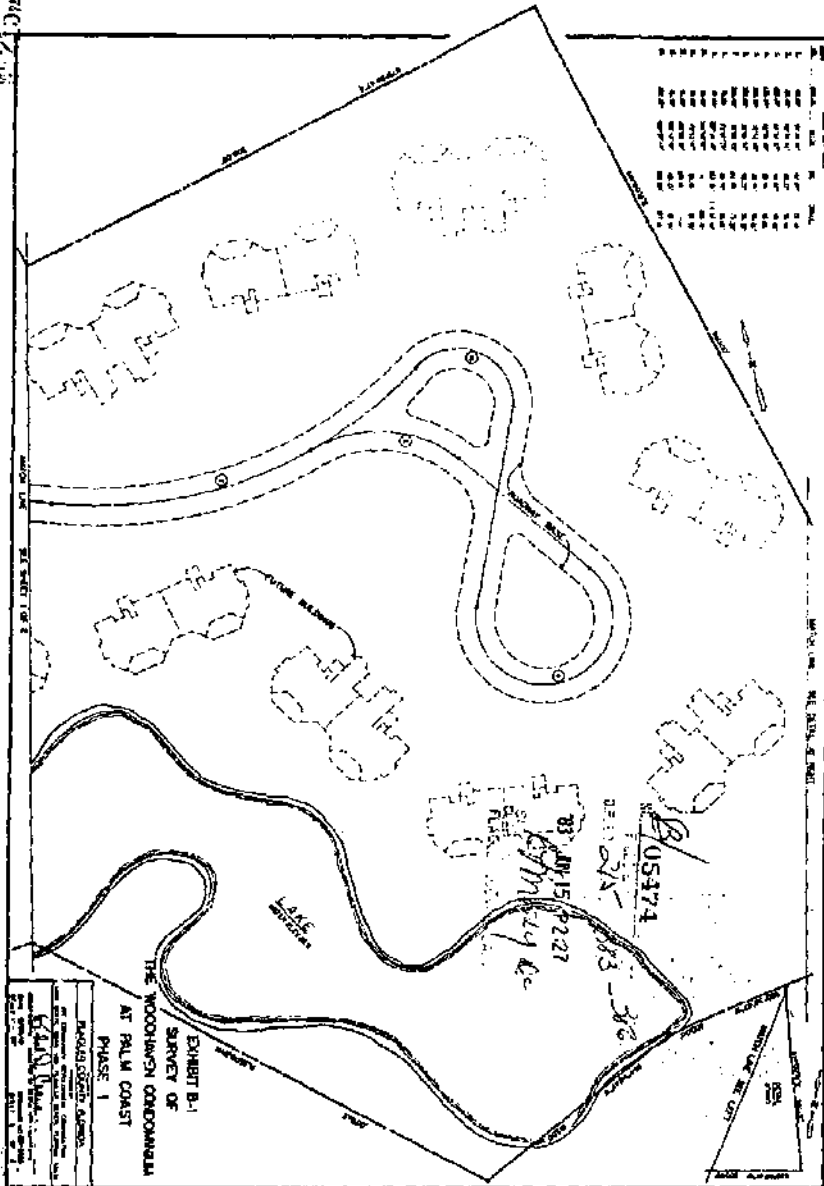
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 22 1984
BONDED WITH GENERAL INSURANCE AND

AP215am 385



215-383



220-91-101

NOT RECORDED PROPOSED BY
SILVER
AS SURETY BELL
CHARTER L.
PALM COAST, FLA.

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE
WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUC-
TION COMPANY, a Florida corporation, hereinafter referred to as
"Developer", for itself, its successors and assigns.

WITNESSETH:

WHEREAS, the Developer executed on October 5, 1981 and
recorded on October 7, 1981, in Official Records Book 177, at
Pages 248-340 of the Public Records of Flagler County, Florida,
the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT
PALM COAST, hereinafter referred to as "Declaration", as amended
by Amendments to Declaration recorded in Official Records Book
215, Pages 383-386, and in Book 218, Pages 308-312, Public Records
of Flagler County, Florida; and,

WHEREAS, Articles III, VII and XXI of said Declaration
allow the Developer to add one or more of the phases or a portion
of said phases to the Condominium by an amendment or series of
amendments without the consent of the Unit Owners, the Association,
or any other party; and,

WHEREAS, the Developer has completed construction of
Building 7 of Phase I, as depicted on Exhibit "B-1" attached
to the above described Declaration, to the extent that the surveyor
may provide the necessary certification as required by Chapter 718,
Florida Statutes; and,

WHEREAS, pursuant to Articles III, VII and XXI of the said
Declaration, the Developer now wishes to amend said Declaration to
include the attached survey of Phase I.

NOW, THEREFORE:

1. The Developer, in consideration of the premises, does
hereby amend the Declaration in accordance with the authority re-

220-1092

served unto the Developer in the Declaration; and, the original Exhibit "B-1" of the Declaration, together with the Exhibit "B-1" survey set forth in any and all subsequent recorded amendments, is hereby superseded by the survey of Phase I attached to this amendment, and labeled Exhibit "B-1", which is made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-1".

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and in the Exhibit attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 20th day of September, 1983.

Signed, Sealed and Delivered
in the presence of:

John P. Rose
Orlene Wilson

PALM COAST CONSTRUCTION COMPANY,

a Florida corporation

By James E. Gardner, President

James E. Gardner, President

CORPORATE SEAL

1973

STATE OF FLORIDA
COUNTY OF FLAGLER

I, an officer authorized to take acknowledgements according to the laws of the State of Florida, do HEREBY CERTIFY that JAMES E. GARDNER, as President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

WITNESS My hand and official seal, this 20th day of September, 1983.

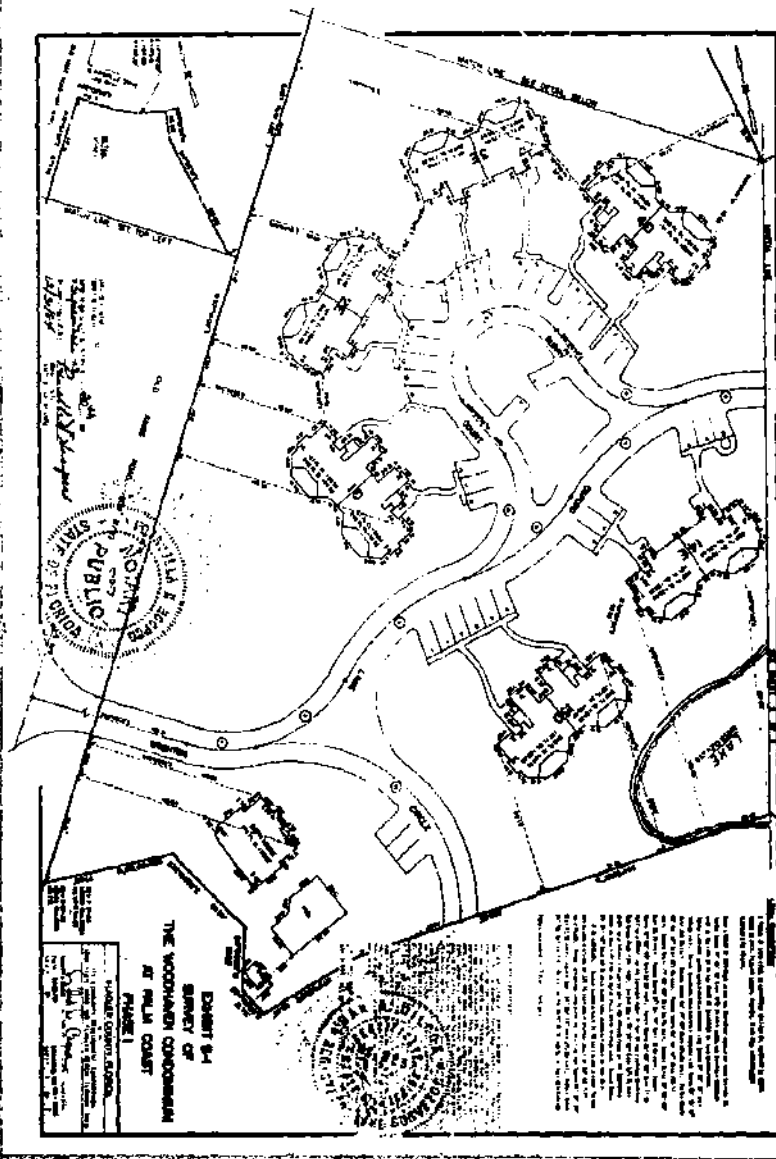
Orlene Wilson
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12-31-1987
ADDRESS: 1000 W. US HWY 1, SUITE 100, PALM BEACH, FL 33480



220-91 REC ALL



[REDACTED]



REC-222 REC 920

WARRANTY DEED
FORM NO. 100-10

RECORD FORM 01

This Warranty Deed Made the 14 day of November A.D. 19 83 by

BILLIE L. WALDROUP AND BARBARA J. WALDROUP, HIS WIFE

hereinafter called the grantor, to

WILLIAM A. MACAN AND CAROL M. MACAN, HIS WIFE

whose postoffice address is 76 Bullesire Drive, Palm Coast, Florida 32037

hereinafter called the grantee

Witnesseth: That the grantor for and in consideration of the sum of \$ 10.00 and other

valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, releases, covenants and confirms unto the grantee all that certain land situate in Flagler County, Florida, viz:

Lot 95, of Block 1, of Palm Coast, Map of BELLE TERRE, Section 11, according to the plat thereof, as recorded in Map Book 6 at page 63, of the Public Records of Flagler County, Florida.

SUBJECT TO THE FOLLOWING:

Taxes for the year 1983 and subsequent years.
Restrictions, Covenants, Easements, Dedications, Reservations, Resolutions, Conditions, and Declarations, of record.

GRANTOR WARRANTS THAT THIS IS NOT HOMESTEAD PROPERTY

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

To Have and To Hold, she same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 82

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Notary's Signature

Witness's Signature

STATE OF Florida

COUNTY OF Flagler

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

BILLIE L. WALDROUP and BARBARA J. WALDROUP, known to me

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

Witnessed my hand and official seal in the County of Flagler, Florida, this 14 day of November, A.D. 1983

NOTARY PUBLIC: COMMISSION EXPIRES: My Commission Expires Oct. 21, 1987

The instrument prepared by First American Title Co. of Flagler

Address 412 Clohesse Drive - B

Palm Coast, Florida 32037

904 - 445-5005

RECORDED
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14250

REC-222 REC 021

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981, and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of Buildings 8 and 13 of Phase I, as depicted on Exhibit "B-1" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and,

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase I.

NOW, THEREFORE:

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with the authority reserved unto the Developer in the Declaration; and, the original Exhibit "B-1" of the Declaration is hereby replaced by the survey of Phase I attached to this amendment and labeled Exhibit "B-1", which is made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-1".

REC- 222ms 922

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and in the Exhibit attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 14th day of November, 1983.

Signed, Sealed, and Delivered
in the presence of:

PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

[Signature]

By: [Signature]
Robert D. DeVore, Vice President

[Signature]

CORPORATE SEAL

STATE OF FLORIDA }
 } ss:
COUNTY OF FLAGLER }

I, an officer authorized to take acknowledgements according to the laws of the State of Florida, do HEREBY CERTIFY that Robert D. DeVore, as Vice President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgement to be the individual described in and who executed the said Amendment.

WITNESS my hand and official seal this 14 day of November, 1983.

[Signature]
Notary Public

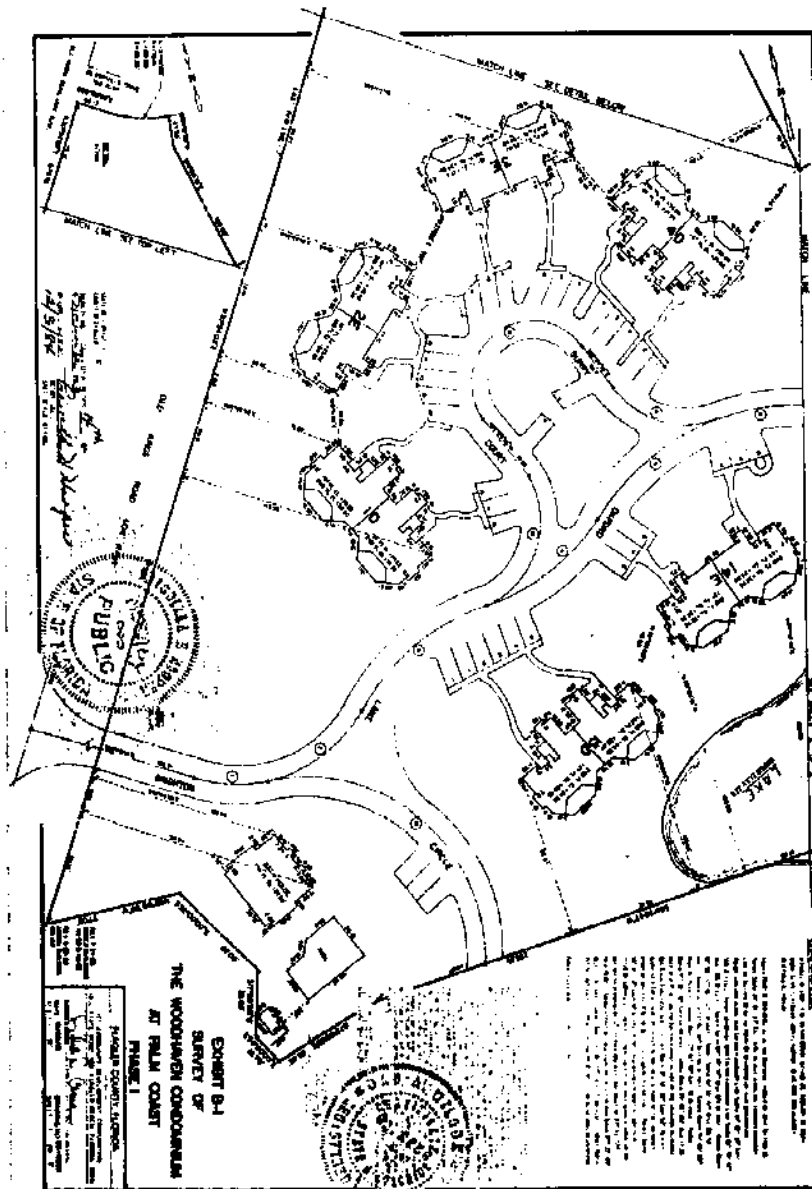
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 22 1986
NEED YOUR GENERAL INSURANCE LTD

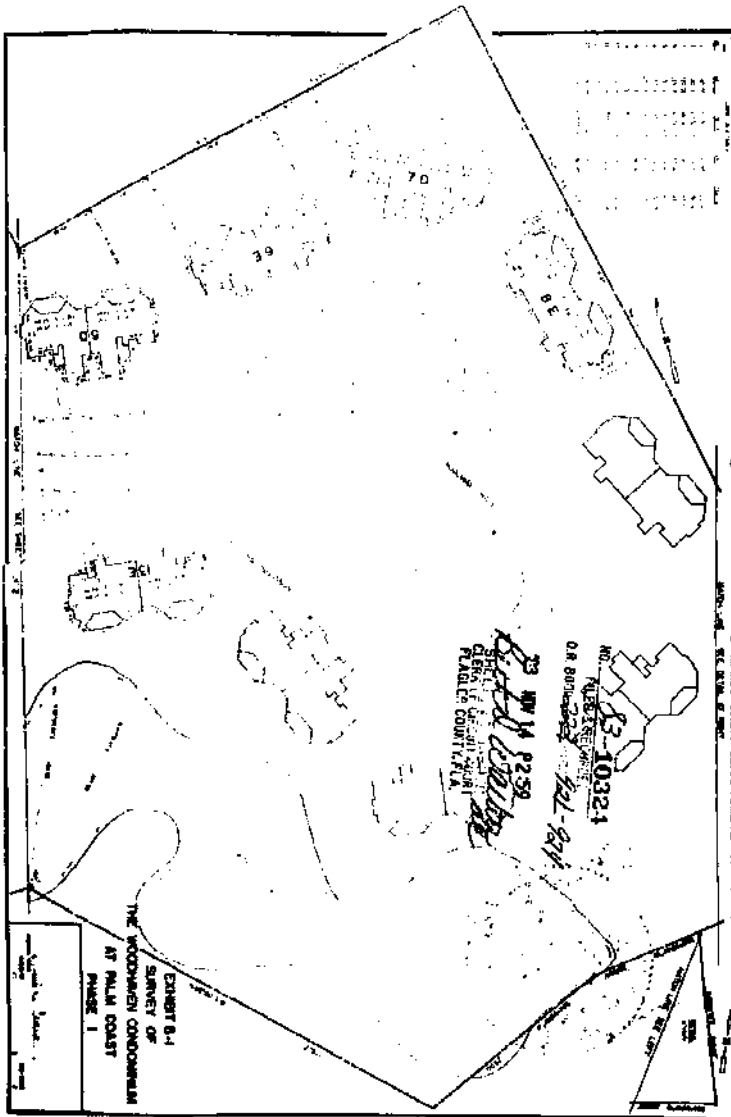
THIS INSTRUMENT WAS PREPARED BY:

DALE PIEGER
PALM COAST CONSTRUCTION CO,
EXECUTIVE OFFICES
PALM COAST, FLORIDA 32051

REC 222 REC 923



222-920 924



Flagler/Palm Coast
NEWS-TRIBUNE

REC-224 PAGE 771

RECEIVED
SEP 22 1983

LEGAL DIVISION

Published Each Wednesday and Saturday
Flagler County, Florida

State of Florida,
County of Flagler:

Before the undersigned authority personally appeared
Robert Hughes who, on oath says
that he is Advertising Director of
the Flagler/Palm Coast NEWS-TRIBUNE, a twice
weekly newspaper published in Flagler County, Flor-
ida; that the attached copy of advertisement, being a
Notice of Intention to Register
Fictitious Name

in the matter of
Palm Harbor Property Management
in the Circuit Court, was published
in said newspaper in the issues
August 27, Sept. 3, 10, 17, 1983

Affiant further says that said the Flagler/Palm Coast
NEWS-TRIBUNE is a newspaper published in said
Flagler County, Florida, and that the said newspaper
has heretofore been continuously published in said
Flagler County, Florida, each Wednesday and Satur-
day and has been entered as second-class mail matter
at the post office in Flagler Beach, in said Flagler
County, Florida, for a period of one year next preceding
the first publication of the attached copy of advertise-
ment; and affiant further says that he has neither paid
nor promised any person, firm or corporation any dis-
count rebate, commission or refund for the purpose of
securing this advertisement for publication in the said
newspaper.

Sworn to and subscribed before me
this 19th day of September,

A.D. 1983

[Signature]

NOTARY PUBLIC STATE OF FLORIDA, MY COM-
MISSION EXPIRES JAN 11 1985
DONALD L. GIBSON, JR., Notary Public

LEGAL ADVERTISEMENT
NOTICE OF INTENTION TO REGISTER
FICTITIOUS NAME
Palm Harbor Property Management
The undersigned, Robert Hughes, Advertising Director of the Flagler/Palm Coast NEWS-TRIBUNE, a twice weekly newspaper published in Flagler County, Florida, hereby gives notice that he has caused to be published in said newspaper, in the issues of August 27, September 3, 10, and 17, 1983, a copy of an advertisement, being a Notice of Intention to Register Fictitious Name, in the matter of Palm Harbor Property Management, in the Circuit Court of Flagler County, Florida.

TO BE FILED IN THE
CLERK OF COURT'S OFFICE
FLAGLER COUNTY, FLORIDA
SEP 24 11 30
CLERK OF COURT

Exhibit A

THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981 and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of Building 12 of Phase I, as depicted on Exhibit "B-1" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase I.

NOW, THEREFORE:

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with the authority reserved unto the Developer in the Declaration; and, the original Exhibit "B-1" of the Declaration is hereby replaced by the survey of Phase I attached to this amendment, and labeled Exhibit "B-1", which is made a part hereof by reference and by reference made a

REC-224 PAGE 773

part of the Declaration as Exhibit "B-1".

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and in the Exhibit attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 14th day of December, 1983.

Signed, Sealed and Delivered
in the presence of:

PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

Dale Pieger
John Williams

By James E. Gardner
James E. Gardner, Vice President

CORPORATE SEAL

STATE OF FLORIDA)
) ss:
COUNTY OF FLAGLER)

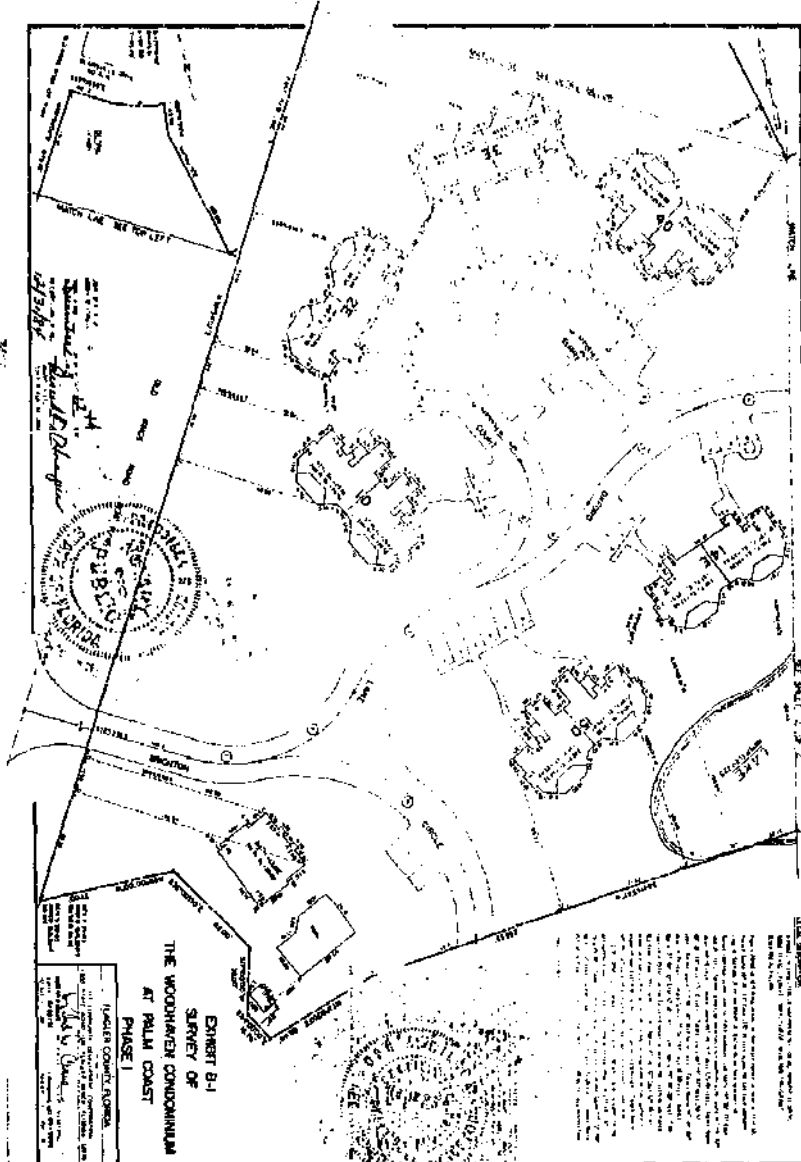
I, an officer authorized to take acknowledgements according to the laws of the State of Florida, do HEREBY CERTIFY that JAMES E. GARDNER, as vice President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

WITNESS MY hand and official seal, this 14th day of December, 1983.

Dale Pieger
Notary Public

My Commission Expires:
11/22/86

THIS INSTRUMENT WAS PREPARED BY:
DALE PIEGER
PALM COAST CONSTRUCTION CO.
EXECUTIVE OFFICES
PALM COAST, FLORIDA 32909



OFF. REC. 224 PAGE 775

NO. 11485
FILED RECORD
OR. BOOK 1, PAGE 112
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S. E. 1/4, 1/2, 1/4, 1/8, 1/16, 1/32, 1/64, 1/128, 1/256, 1/512, 1/1024, 1/2048, 1/4096, 1/8192, 1/16384, 1/32768, 1/65536, 1/131072, 1/262144, 1/524288, 1/1048576, 1/2097152, 1/4194304, 1/8388608, 1/16777216, 1/33554432, 1/67108864, 1/134217728, 1/268435456, 1/536870912, 1/1073741824, 1/2147483648, 1/4294967296, 1/8589934592, 1/17179869184, 1/34359738368, 1/68719476736, 1/137438953472, 1/274877906944, 1/549755813888, 1/1099511627776, 1/2199023255552, 1/4398046511104, 1/8796093022208, 1/17592186044416, 1/35184372088832, 1/70368744177664, 1/140737488355328, 1/281474976710656, 1/562949953421312, 1/1125899906842624, 1/2251799813685248, 1/4503599627370496, 1/9007199254740992, 1/18014398509481984, 1/36028797018963968, 1/72057594037927936, 1/144115188075855872, 1/288230376151711744, 1/576460752303423488, 1/1152921504606846976, 1/2305843009213693952, 1/4611686018427387904, 1/9223372036854775808, 1/18446744073709551616, 1/36893488147419103232, 1/73786976294838206464, 1/147573952589676412928, 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EP11/P1
L/SG-33(2)
Rev: 4/13/83

REC. 226 PAGE 629

WARRANTY DEED

THIS WARRANTY DEED, made this 8 day of Jan, 1984, is between Charles A. Tummings and Barbara C. Tummings, H/W, of 3327 Tiemann Ave., Bronx, NY 10469, hereinafter called the Grantor, and THE COMMUNITY DEVELOPMENT CORPORATION, with its mailing address at Executive Offices, Palm Coast, Florida 32051, hereinafter called the Grantee:

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable considerations, receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee its successors and assigns forever, the following described lands, to-wit:

Lot 9, in Block 21, on Map of Ulysses Trails, Section 57, PALM COAST, as Recorded in Map Book 17, Page 17, of the Public Records of Flagler County, Florida.

Subject to taxes for the year 1983.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, to have and hold the same in fee simple;

And the Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has executed this instrument upon the date above given.

Signed, sealed and delivered in the presence of:

Kirk D. Lawrence Charles A. Tummings
Barbara C. Tummings
Charles A. Tummings
Barbara C. Tummings

STATE OF NY
COUNTY OF Bronx

Before me, a person authorized to take acknowledgments of deeds and other instruments, this day personally appeared Charles A. Tummings & Barbara C. Tummings to me known and known by me to be the person who executed the foregoing Deed and acknowledged to me that the said Deed is a free act and deed.

WITNESS my signature and official seal at NYC, Country of Florida, and State of NY, on Jan 8, 1984 1983.

My Commission Expires: 3/31/88
Notary Public for the State and County Last Aforesaid
This Instrument Prepared by:
Diane Loman
Executive Office
Palm Coast, Florida 32051

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST REC. 226 sub 630

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 9, 1981 and recorded on October 7, 1981, in the Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of Building 9 of Phase I, as depicted on Exhibit "B-1" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase I.

NOW THEREFORE:

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with the authority reserved unto the Developer in the Declaration; and, the original Exhibit "B-1" of the Declaration is hereby replaced by the survey of Phase I attached

REC-226 631

to this amendment, and labeled Exhibit "B-1", which is made a part here-
of by reference and by reference made a part of the Declaration as
Exhibit "B-1".

2. This Amendment to the Declaration, when filed for
record in the Public Records of Flagler County, Florida, shall be
incorporated by reference and made a part of the Declaration with
like effect and to the same extent as though the matters set forth
herein and in the Exhibit attached hereto had originally constituted
a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment
to the Declaration to be executed this 16th day of January, 1984.

Signed, Sealed and Delivered
in the presence of:

Dale Pieser
Bridgette Bender

STATE OF FLORIDA } ss:
COUNTY OF FLAGLER }

PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

By: Robert D. DeVore
ROBERT D. DEVORE, President

CORPORATION SEAL

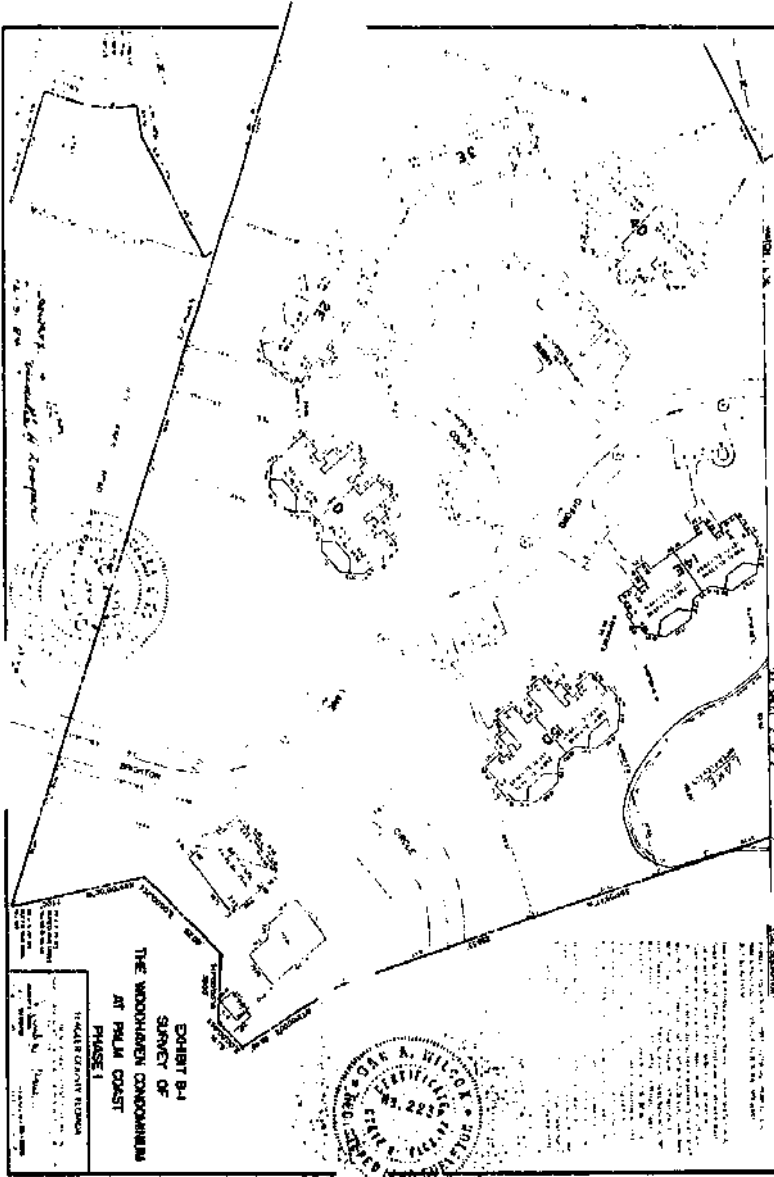
I, an officer authorized to take acknowledgements according to
the laws of the State of Florida, do HEREBY CERTIFY that Robert D.
DeVore, as President of PALM COAST CONSTRUCTION
COMPANY, a Florida corporation, this day personally appeared and acknow-
ledged before me that he executed the foregoing Amendment to the Declara-
tion of Condominium for THE WOODRAVEN CONDOMINIUM AT PALM COAST, and I
further certify that I know the said person making said acknowledgment
to be the individual described in and who executed the said Amendment.

WITNESS MY hand and official seal, this 16 day of January,
1984.

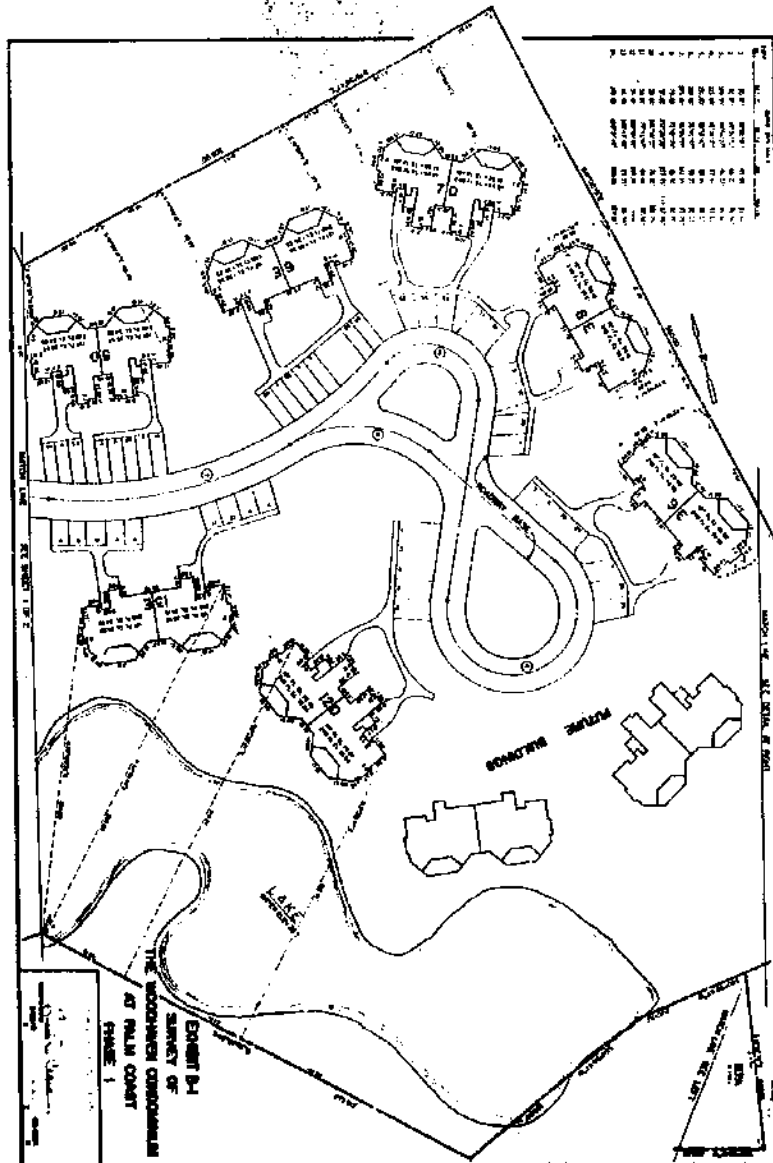
Dale Pieser
Notary Public

My Commission Expires:
11/22/86

THIS INSTRUMENT WAS PREPARED BY:
DALE PIESER
PALM COAST CONSTRUCTION CO.
EXECUTIVE OFFICES
23131, FLORIDA 32051



U. S. REC. 226 PAGE 633



Recorded in Official Records Book 62, Page 185, Public Records of Flagler County, Florida.
dated to (125,300.00), Additional Advance Agreement dated May 7, 1975 and recorded May 12, 1975
in C. R. Book 67, Page 9, Public Records of Flagler County, Florida.
WHEREAS, said Sellers have sold property to the undersigned Purchasers and said Purchasers desire to assume and agree
to pay said indebtedness and perform all the obligations under said Loan Contract, and said Association is willing to consent
to said transfer of title and assumption of said indebtedness:

THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED
as follows:

1. The Association does hereby consent to the sale and conveyance of said premises by the aforesaid Sellers and Purchasers.

2. The Purchasers do hereby assume and agree to pay said mortgage indebtedness evidenced by said note and mortgage, and
to perform all of the obligations provided herein, it being agreed and understood that as of this date said indebtedness is
TWENTY FOUR THOUSAND THREE HUNDRED SIXTY THREE & 46/100 DOLLARS (U.S. \$ 24,363.46)

and that the interest rate shall be 11.875 % per annum, and that a payment shall be made on the 10th day
of December, 1983, in the sum of

TWO HUNDRED SEVENTY SEVEN and 89/100..... DOLLARS (U.S. \$ 277.89)

and subsequent monthly payments, beginning the day of , 19 , shall be in the
sum of

NOT APPLICABLE..... DOLLARS (U.S. \$ N/A)

to be applied first to interest and the balance to principal until said indebtedness is paid in full, except that any remaining
indebtedness, if not sooner paid, shall be due and payable on , 19 , in a balloon payment
of

NOT APPLICABLE..... DOLLARS (U.S. \$ N/A)

In addition, said Purchasers will pay the sum of

NOT APPLICABLE..... DOLLARS (U.S. \$ N/A)

sufficient to pay taxes and insurance on said property, which estimate may be revised.

If payment is not received by the Association by the end of 15 calendar days after the date it is due, a late charge
of 1% of the overdue principal and interest payment will be paid. The Association may refuse to accept the late payment if
it is not paid with the payment. The late charge will only be paid once for any late payment.

In consideration of the assumption of the said mortgage indebtedness by the Purchasers does hereby release,
waive and exonerate the Sellers from liability or payment with respect to the note and mortgage described above. This
release by said Purchasers is joint and several and shall bind them, their heirs, personal representatives, successors

and assigns. The Purchasers agree to provide evidence of adequate Fire and Extended Coverage Insurance and Flood Insurance if so
required by the Association at the time of closing, which insurance will be written by an agent located in the county in which
the property is located or an adjoining county.

IN WITNESS WHEREOF: The parties have hereunto executed this Instrument this day
of FLAGLER, 19

Witness as to Seller: Richard F. Downing
Richard F. Downing, Seller

Witness as to Seller: Helen M. Downing
Helen M. Downing, Seller

Witness as to Purchaser: George A. Littlefield
George A. Littlefield, Purchaser

Witness as to Purchaser: Pauline D. Littlefield
Pauline D. Littlefield, Purchaser

Witness as to Purchaser: James S. Knapton
James S. Knapton, Purchaser

Witness as to Purchaser: James S. Knapton
James S. Knapton, Purchaser

Witness as to Purchaser: James S. Knapton
James S. Knapton, Purchaser

Witness as to Purchaser: James S. Knapton
James S. Knapton, Purchaser

Witness as to Purchaser: James S. Knapton
James S. Knapton, Purchaser

Witness as to Purchaser: James S. Knapton
James S. Knapton, Purchaser

SECURITY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

By: James S. Knapton Assistant Vice President

Attest: James S. Knapton Assistant Secretary

STATE OF FLORIDA } SS
COUNTY OF VOLUSIA

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Patricia L. Cornelius and Dolores H. Jeeter Assistant Vice President and Assistant Secretary, respectively, of Security First Federal Savings and Loan Association, formerly First Federal Savings and Loan Association of Daytona Beach, a corporation, to me, Julie A. Strycharz well known to be the persons described in and who executed the foregoing instrument and duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said corporation and that the seal affixed thereto is in truth and fact the true corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of January A. D. 1984, at Daytona Beach, Florida.
In the County and State aforesaid.

Notary Public, State of Florida at Large
My Commission expires: 1984

STATE OF Florida } SS
COUNTY OF Pinellas

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared HELEN M. DOWNING and RICHARD F. DOWNING, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November A. D. 1983, at Tropic, Florida, in the County and State aforesaid, respectively.

Notary Public, State of Florida at Large
My Commission expires: MAY 6, 1984

STATE OF Florida } SS
COUNTY OF Pinellas

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared GEORGE A. LITTLEFIELD and PAULINE D. LITTLEFIELD, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November A. D. 1983, at Tropic, Florida, in the County and State aforesaid.

Notary Public, State of Florida at Large
My Commission expires: MAY 6, 1984

STATE OF Florida } SS
COUNTY OF Pinellas

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared ERNEST L. KEMPTON, JR. and FRANCES E. KEMPTON, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of November A. D. 1983, at Tropic, Florida, in the County and State aforesaid.

Notary Public, State of Florida at Large
My Commission expires: 7-1-1986



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

CASE NO. 83-331-CA

In re: The Marriage of
URSULA M. HANSEN,
Petitioner/Wife
and
CARL ANDREW HANSEN,
Respondent/Husband.

FILED FEB 28 PM 12 26

FINAL JUDGMENT

THIS CAUSE was heard before the Court on
the Petition for Dissolution of Marriage between URSULA M.
HANSEN, Petitioner and CARL ANDREW HANSEN, Respondent, the
Answer filed by the Respondent, CARL ANDREW HANSEN, the Report
of the Special Examiner, and the Court being further advised
in the premises, does thereupon,

ORDER AND ADJUDGE as follows:

1. That this Court has jurisdiction of the
parties hereto and the subject matter in this cause.
2. That the bonds of marriage between the
Petitioner, URSULA M. HANSEN, and the Respondent, CARL ANDREW
HANSEN, are dissolved because this marriage is irretrievably
broken.
3. That this Court retains jurisdiction of
this cause and the parties hereto.

DONE, ORDERED AND ADJUDGED in Chambers at
Bunnell, Flagler County, Florida, this 28th day of February,
A. D. 1984.

[Signature]
CIRCUIT JUDGE
FILED FEB 28 PM 12 26
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA

Certified copies to:
Gary H. Neely, Esquire
547 North Ridgewood Avenue
Daytona Beach, Florida 32014
Attorney for Petitioner

Copy to be held in Court File
for Respondent

THE FORM OF THIS INSTRUMENT WAS DRAFTED BY THE OFFICE OF THE GENERAL COUNSEL OF THE UNITED STATES DEPARTMENT OF AGRICULTURE, WASHINGTON, D. C., AND THE MATERIAL IN THE BLANK SPACES IN THE FORM WAS INSERTED BY OR UNDER THE DIRECTION OF THE STATE DIRECTOR, FARMERS HOME ADMINISTRATION, 401 S.E. 1st AVENUE, P. O. BOX 1088, GAINESVILLE, FLORIDA, 32602.

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to R. C. McDONALD & ROSIE LEE McDONALD, for the sum of Twenty-Seven Thousand and no/100 Dollars (\$27,000.00) the receipt of which is hereby acknowledged, all interest in the following described real estate situated in the County of FLAGLER, State of Florida, to-wit:

That certain piece, parcel or tract of land situate, lying and being in the County of Flagler and State of Florida, known and described as: Lot 19, Sam Brown Subdivision, according to plat thereof, recorded in Plat Book 8 page 1, of the public records of Flagler County, Florida.

This deed is executed and delivered pursuant to the provisions of authority set forth in 7 C.F.R. 1800.22.

No member of Congress shall be admitted to any share of part of this deed or to any benefit that may arise therefrom.

Dated: January 20, 1984

UNITED STATES OF AMERICA

Henry E. Walden
HENRY E. WALDEN, Acting
State Director, Farmers Home
Administration, United States
Department of Agriculture

Signed in the presence of:

Annette D. Johnson
Annette D. Johnson
Gloria M. Condo
STATE OF FLORIDA
COUNTY OF ALACHUA

ACKNOWLEDGMENT

I, Annette D. Johnson, a Notary Public in and for said County, in said State, hereby certify that Henry E. Walden, whose name is Acting State Director of the Farmers Home Administration, United States Department of Agriculture, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he in his capacity as Acting State Director of the Farmers Home Administration, United States Department of Agriculture, and with full authority executed the same voluntarily and on the day the same bears date.

Given under my hand and official seal this 20 day of January, 1984.



Henry E. Walden
Notary Public

229-173

At Flagler County District Co.

FLAGLER COUNTY ABSTRACT CO.

505 EAST MOBILE BOULEVARD

P.O. BOX 138

DUNNELL, FL 32010

(Address)

REAL ESTATE MORTGAGE FOR FLORIDA

THIS MORTGAGE is made and entered into by R. C. McDonald and Bessie Lee McDonald

residing Flagler County, Florida, whose post office address

is Bessie and Pine Street #6, Florida 32010

the mortgagor(s), herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, the mortgagee, whose principal office is located in Washington, D.C., herein called the "Government," and:

WHEREAS Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
2/28/84	\$27,000.00	13%	2/28/ 2017

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statutes administered by the Farmers Home Administration.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures future advances made within twenty (20) years from date hereof to anyone herein called Borrower when evidenced by a note or notes covering loans made or insured under Subtitle A of the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration provided the total principal indebtedness of the original and future loans shall not exceed

\$ _____, subject to the same terms and condition regarding the assignment of said notes hereinabove provided and all references in this instrument to the "note" shall be deemed to include future notes.

And this instrument also secures the recapture of any insistent credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge; (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower; and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, assign and forever warrant unto the Government the following property situated in the

FLAGLER

State of Florida, County(ies) of

FmHA 427-1 FL (Rev. 10-29-79)

229-175

Lot 19, Sea Crown Subdivision, according to the plat thereof, as recorded in Plat Book 8, page 1, of the Public Records of Flagler County, Florida.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property".

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is issued by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and to deliver such policies to the Government.

(9) To maintain improvements in good state and make repairs required by the Government; operate the property in good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, trespass or impairment of the security covered hereby or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the loan and priority thereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to cost of evidence of title and survey of the property, costs of recording this and other instruments, attorneys' fees, trustee's fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as beneficiary hereunder, including but not limited to the power to grant consents, partial release, subordination, and satisfaction, and no insured holder shall have any right, title or interest in or to the loan or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any foreclosure by the Government whether once or often in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of the creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) restricting any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(74) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 28 day

of Feb, 1984

— (SEAL)

— (SEAL)

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Flagler

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared R. C. McDonald and Rosie Lee McDonald, to me known to be the person(s) described in and executed the foregoing instrument and they acknowledged me that E. H. Y executed the same.

Witness my hand and official seal in the County and State last aforesaid this 28 day of March A.D. 1984

(SBA)

My contribution expires:

01915
FILED
MAR 28 1974
FBI - NEW YORK

James H. D. King

NOTARY PUBLIC
JAN 12 1901
ST. LOUIS, MO.

DECLARATION OF CONDOMINIUM
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981 and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to submit Phases II and III to the Condominium form of ownership in accord with the attached proposed Survey Exhibits, "B-2" and "B-3".

NOW, THEREFORE,

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with the authority reserved unto the Developer in the Declaration; and, the original Exhibits "B-2", "B-3" and "B-5" of the Declaration are hereby replaced by the proposed Survey Exhibits for Phases II and III and the proposed Survey Exhibit for all four phases, attached to this amendment and labeled Exhibits "B-2", "B-3" and "B-5" respectively, which are made a part hereof by reference and by reference made a part of the Declaration as Exhibits "B-2", "B-3" and "B-5".

2. The lands described on said proposed Survey Exhibits "B-2" and "B-3" are hereby submitted to the Condominium form of ownership, and made a part of the Declaration just as fully as if incorporated in and filed with the Declaration in the first instance.

THIS INSTRUMENT PREPARED BY
ELIZABETH B. HAYNES
ATTORNEY AT LAW
COMMUNITY DEVELOPMENT CORPORATION
EXECUTIVE OFFICES
PALM COAST, FL. 32909

229 179

3. Exhibits "B-2" and "B-3", attached hereto, together with Exhibit A of the Declaration, are in sufficient detail to identify the location, dimensions and size of each unit and the location of common elements and limited common elements. Upon substantial completion of all or a portion of said Phases, a survey will be certified by a Florida Registered Land Surveyor in compliance with SS. 718.104 (4)(e), Florida Statutes, and filed as a further amendment of this Declaration.

4. The addition of Phases II and III to the Condominium shall result in a change in the proportionate ownership interest of each unit owner in the common elements from 1/60 to 1/160, in accord with Articles V, VI and XXI of the Declaration of Condominium.

5. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and in the Exhibits attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 29th day of February, 1984.

Signed, Sealed and Delivered
in the presence of:

PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

Shirley E. Zurek

By: James E. Gardner
James E. Gardner, Vice President

Cynthia Smith

CORPORATE SEAL

STATE OF FLORIDA

ss:

COUNTY OF FLAGLER

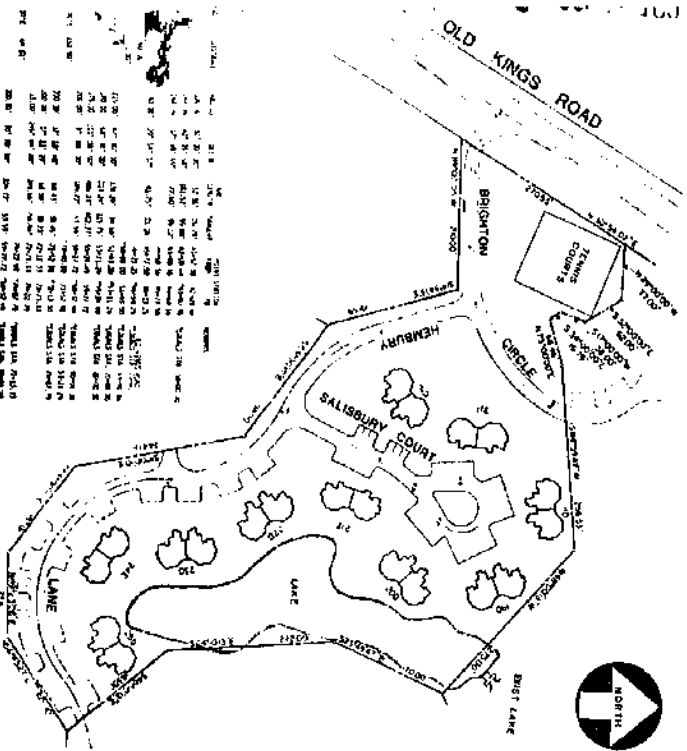
I, an officer authorized to take acknowledgments according to the laws of the State of Florida, do HEREBY CERTIFY that JAMES E. GARDNER, as Vice President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

WITNESS My hand and official seal, this 29th day of February, 1984.

Cynthia Smith
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 2, 1988
Bureau of Notary Publics



WOODHAVEN AT PALM COAST

DESIGNED BY
JF CONSULTING, INC.
DESIGN AND ENGINEERING DEPT.
PALM COAST, FLORIDA 32131

PROPOSED PHASE 2

BUILDING HEIGHT	201	202
2-Story Condominium - 20' Tall		
3-Story Condominium - 27' Tall	201	202
4-Story Condominium - 34' Tall	401	402

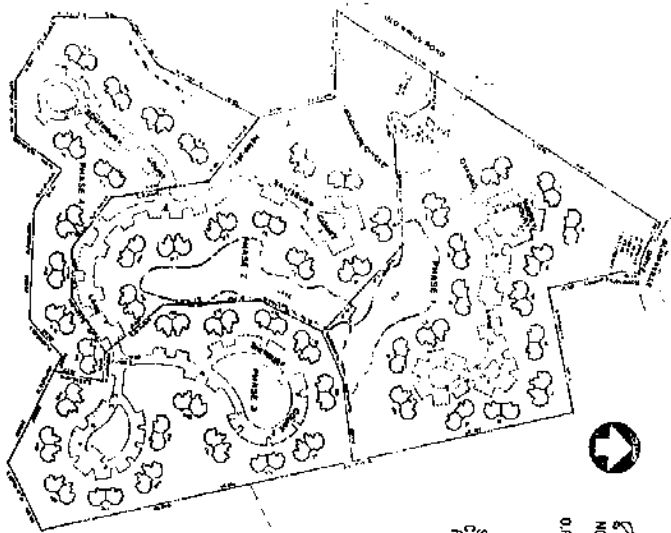
NO. OF PHASE 2
201
202
401
402



LOCAL DISCUSSION
 1. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 2. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 3. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 4. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 5. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 6. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 7. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 8. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 9. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 10. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.

STANDARD OF CARE
 1. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 2. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 3. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 4. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 5. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 6. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 7. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 8. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 9. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.
 10. THE 2.5 A.C. LINE IS LOCATED 20' FROM THE 1.25 A.C. LINE.

EXHIBIT B-2



84 01916
 NO. 01916
 FILED IN THE
 O.R. 200-227-12
 84 FEB 28 P 1 09
 SHERIFF'S OFFICE
 FLEETLE 2000 12.12

WOODHAVEN
 AT
 PALM COAST
 PROPOSED PHASES 1, 2, 3 & 4
 2.5 ACRES
 1.25 ACRES
 1.25 ACRES
 1.25 ACRES

THE CITY OF PALM BEACH
 PLANNING AND ZONING DEPARTMENT
 1000 S. PALM BEACH BLVD.
 PALM BEACH, FL 33480
 TEL: 561-858-1234
 FAX: 561-858-1235
 WWW.PALMBEACHFL.GOV

THE CITY OF PALM BEACH
 PLANNING AND ZONING DEPARTMENT
 1000 S. PALM BEACH BLVD.
 PALM BEACH, FL 33480
 TEL: 561-858-1234
 FAX: 561-858-1235
 WWW.PALMBEACHFL.GOV

EXHIBIT B-5

WARRANTY DEED
HAWCO TO HAWCO

SAVED FORM 01

This Warranty Deed Made the 24th day of February A.D. 1984 by
CHONG W. CHANG AND DOONIE K. CHANG, HIS WIFE

hereinafter called the grantor, to

EDWARD F. LEPKOWSKI AND JANET R. LEPKOWSKI, HIS WIFE

whose postoffice address is P.O. BOX 106 Highland Lakes, New Jersey 07422
hereinafter called the grantee.

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, re-
leases, conveys and confirms unto the grantee all that certain land situate in Flagler
County, Florida, viz:

Lot 34, of Block 1, of Palm Coast, Map of BELLE TERRE, Section 17, according
to the plat thereof, as recorded in Map Book 7 at page 15, of the Public
Records of Flagler County, Florida.

SUBJECT TO THE FOLLOWING:

Taxes for the year 1984 and subsequent years.

Restrictions, Covenants, Easements, Dedications, Reservations, Resolutions

Conditions, and Declarations, of record.

Balances on Utility Assessments, if any.

GRANTOR WARRANTS THAT THIS IS NOT HOMESTEAD PROPERTY

Together with all the covenants, hereditaments and appurtenances thereto belonging or in any
wise appertaining

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all encumbrances, except taxes assessed subsequent
to December 31, 19 83

In Witness Whereof, the said grantor has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in our presence:

Witness's Signature

Witness's Signature

STATE OF ARIZONA

COUNTY OF MARICOPA

I HEREBY CERTIFY that on this day, before me, an officer
authorized in the State of Arizona and in the County aforesaid to
acknowledgments, personally appeared

Chong W. Chang and Doonie K. Chang, his wife

to me known to be the person or persons described in and who executed
the foregoing instrument and they acknowledged before me that they
executed the same.

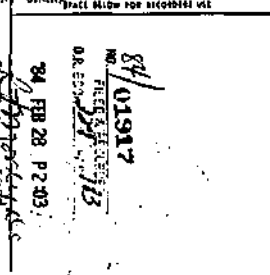
WITNESS my hand and official seal in the County
of Maricopa, Arizona, this 24th day of February
A.D. 1984

NOTARY PUBLIC: COMMISSION EXPIRES:

The instrument prepared by: First American Title Co. of Flagler

Address: 412 Clubhouse Drive - B

Palm Coast, Florida 32037



Rec 500
Stamps 103 50
108 50

WARRANTY DEED
INDIVID. TO INDIVID

RAMCO FORM 61

This Warranty Deed Made the 23 day of October A.D. 1984 by

JEAN U. VERGNES AND PAULINE VERGNES, HIS WIFE

hereinafter called the grantor, to

JOSEPH J. DE LAUZON AND MARILYN M. DE LAUZON, HIS WIFE

whose postoffice address is 61 Primrose Lane, Kings Park, New York #11754
hereinafter called the grantee:

[Whereas said herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations]

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, releases, conveys and confirms unto the grantee, all that certain land situate in Flagler County, Florida, viz:

Lot 97, of Block 2, of Palm Coast, Map of COUNTRY CLUB COVE, Section 14, according to the plat thereof, as recorded in Map Book 6 at page 55, of the Public Records of Flagler County, Florida, as amended by instrument recorded in Official Records Book 35 at page 528, of the Public Records of Flagler County, Florida.

SUBJECT TO THE FOLLOWING:

Taxes for the year 1984 and subsequent years.

Restrictions, Covenants, Easements, Dedications, Reservations, Resolutions, Conditions, and Declarations, of record.

Balances on Utility Assessments, and Availability Fees, if any.

GRANTOR WARRANTS THAT THIS IS NOT HOMESTEAD PROPERTY

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title in said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 83

In Witness Whereof, the said grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered in our presence:

Witness's Signature

Witness's Signature

STATE OF New Jersey
COUNTY OF Bergen

Pauline Vergnes

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Jean U. Vergnes and Pauline Vergnes, his wife

to me known to be the person or persons described in and who executed foregoing instrument and they acknowledged before me that executed the same.

WITNESS my hand and official seal in the County of Bergen, State last aforesaid this 23 day of October A.D. 19 84

NOTARY PUBLIC: COMMISSION EXPIRES: June 19, 1989

Notary Public prepared by: First American Title Co. of Flagler
412 Clubhouse Drive - B
Palm Coast, Florida 32037
904 - 445-5007

CAROL A. PORTER
Notary Public of New Jersey
My Commission Expires June 18, 1988

Rec 500
Stamps 103 50
108 50

WARRANTY DEED
INDIVID. TO INDIVID

RAMCO FORM 61

This Warranty Deed Made the 23 day of October A.D. 1984 by

JEAN U. VERGNES AND PAULINE VERGNES, HIS WIFE

hereinafter called the grantor, to

JOSEPH J. DE LAUZON AND MARILYN M. DE LAUZON, HIS WIFE

whose postoffice address is 61 Primrose Lane, Kings Park, New York #11754

hereinafter called the grantee:

[Whereas said herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations]

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Flagler County, Florida, viz:

Lot 97, of Block 2, of Palm Coast, Map of COUNTRY CLUB COVE, Section 14, according to the plat thereof, as recorded in Map Book 6 at page 55, of the Public Records of Flagler County, Florida, as amended by instrument recorded in Official Records Book 35 at page 528, of the Public Records of Flagler County, Florida.

SUBJECT TO THE FOLLOWING:

Taxes for the year 1984 and subsequent years.
Restrictions, Covenants, Easements, Dedications, Reservations, Resolutions, Conditions, and Declarations, of record.
Balances on Utility Assessments, and Availability Fees, if any.

GRANTOR WARRANTS THAT THIS IS NOT HOMESTEAD PROPERTY

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title in said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 83

In Witness Whereof, the said grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered in our presence:

Witness's Signature
STATE OF New Jersey
COUNTY OF Bergen

Jean Vergnes
Pauline Vergnes

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Jean U. Vergnes and Pauline Vergnes, his wife

to me known to be the person or persons described in and who executed foregoing instrument and they acknowledged before me that executed the same.

WITNESS my hand and official seal in the County of Bergen, State last aforesaid this 23 day of October A.D. 19 84

NOTARY PUBLIC: COMMISSION EXPIRES: June 19, 1989

Notary Public prepared by: First American Title Co. of Flagler
412 Clubhouse Drive - B
Palm Coast, Florida 32037
904 - 445-5007

CAROL A. PORTER
Notary Public of New Jersey
My Commission Expires June 18, 1988

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5 1981, and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of Buildings 26 and 27 of Phase III, as depicted on Exhibit "B-3" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and,

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase III.

NOW, THEREFORE:

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with their authority reserved unto the Developer in the Declaration; and, the original Exhibit "B-3" of the Declaration is hereby replaced by the survey of Phase III attached to the amendment and labeled Exhibit "B-3", which is made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-3".

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and in the Exhibit attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 28th day of November, 1984.

Signed, Sealed and Delivered
in the Presence of:

PALM COAST CONSTRUCTION COMPANY
a Florida Corporation

Dale Pieger
Gonna L. King

BY: Robert D. DeVore
Robert D. DeVore, President

STATE OF FLORIDA
COUNTY OF FLAGLER

I, an officer authorized to take acknowledgements according to the laws of the State of Florida, do HEREBY CERTIFY that Robert D. DeVore, President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgement to be the individual described in and who executed the said Amendment.

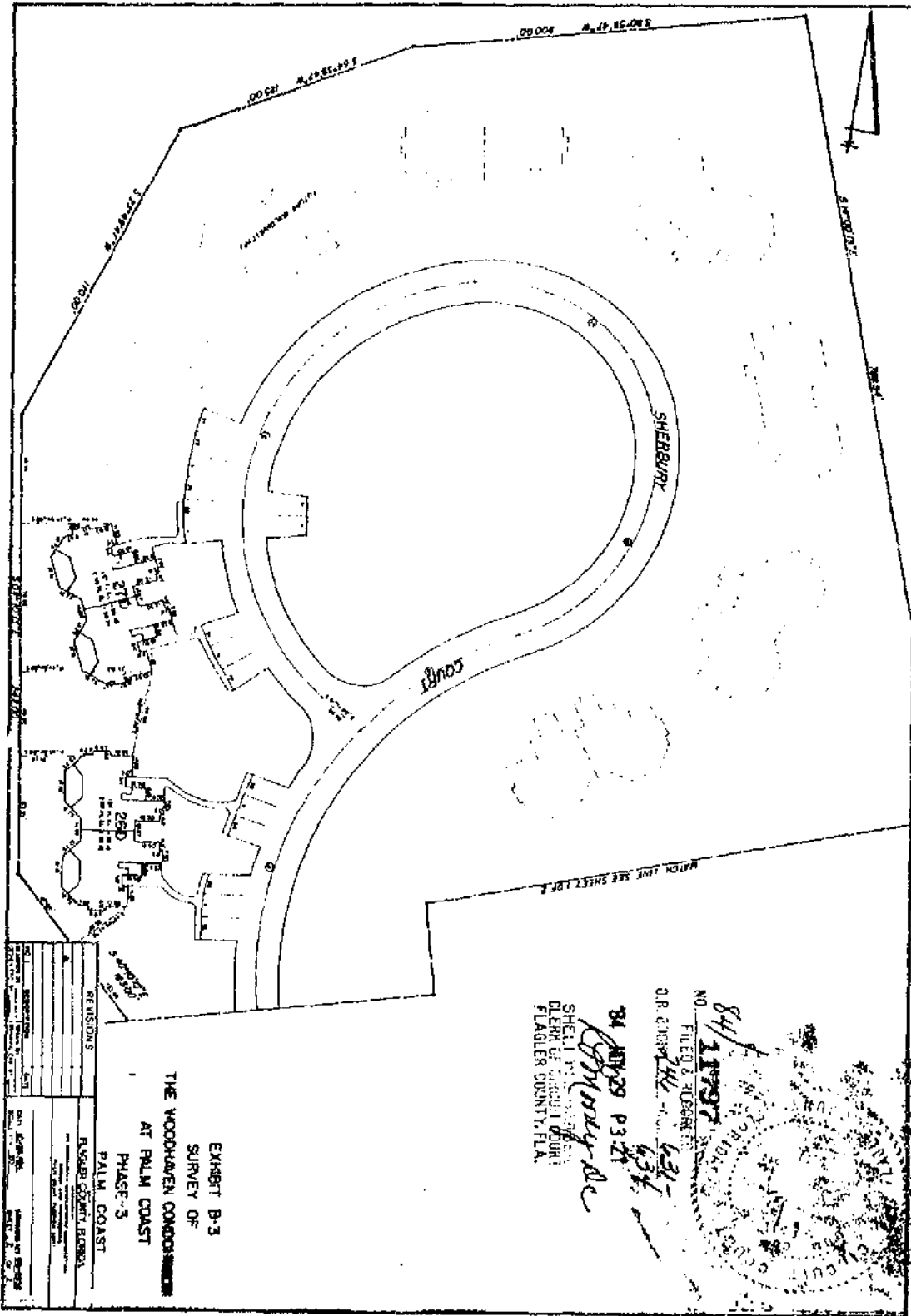
WITNESS MY hand and official seal, this 28th day of November, 1984.

Dale Pieger
NOTARY PUBLIC

My Commission Expires: 11/22/84

Declaration/11/1/84

THIS INSTRUMENT WAS PREPARED BY:
R/t DALE PIEGER
PALM COAST CONSTRUCTION CO.
EXECUTIVE OFFICES
PALM COAST, FLORIDA 32051



AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of
THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST
CONSTRUCTION COMPANY, a Florida corporation, hereinafter
referred to as "Developer", for itself, its successors
and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981,
and recorded on October 7, 1981, in Official Records Book
177, at Pages 248-340 of the Public Records of Flagler
County, Florida, the Declaration of Condominium for THE
WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred
to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration
allow the Developer to add one or more of the phases or
a portion of said phases to the Condominium by an amendment
or series of amendments without the consent of the Unit
Owners, the Association, or any other party; and

WHEREAS, the Developer has completed construction
of Building 18 of Phase II, as depicted on Exhibit "B-2"
attached to the above described Declaration, to the extent
that the surveyor may provide the necessary certification
as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of
the said Declaration, the Developer now wishes to amend
said Declaration to include the attached survey of Phase
III.

NOW, THEREFORE:

1. The Developer, in consideration of the premises,
does hereby amend the Declaration in accordance with their
authority reserved unto the Developer in the Declaration;
and, the existing Exhibit "B-2" of the Declaration is hereby

50
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
FLAGLER COUNTY

replaced by the survey of Phase II attached to the amendment and labeled Exhibit "B-2", which is made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-2".

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and in the Exhibit attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 17th day of October, 1985.

Signed, Sealed and Delivered
in the Presence Of:

PALM COAST CONSTRUCTION
COMPANY, a Florida corporation

Robert D. Devorn
Robert D. Devorn

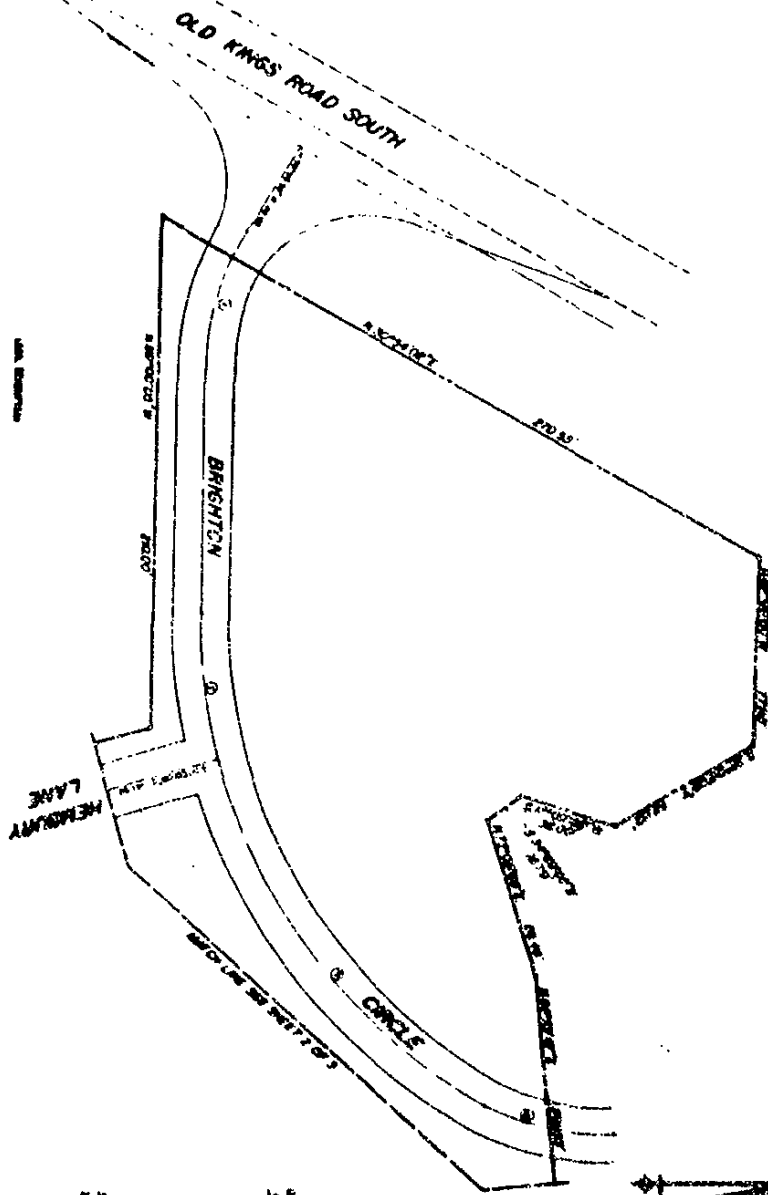
By: *Robert D. Devorn*
Robert D. Devorn
President

STATE OF FLORIDA
COUNTY OF FLAGLER

I, an officer authorized to take acknowledgments according to the laws of the State of Florida, do HEREBY CERTIFY that ROBERT D. DEVORN, President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

WITNESS my hand and official seal, this 17th day of October, 1985.

Janet Vachon
Notary Public, State of Florida
Florida at Large
My commission expires 12
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 30 1988
BONDED THRU GENERAL INSURANCE LTD



1. TITLE OF THE CASE OR SUBJECT MATTER:

2. COPIES OF THE REPORT TO THE MAIN BOARD

RECORDS SECTION

EXHIBIT D-2
 QUANTITY OF
 THE PROPOSED CONTRIBUTION
 AT THIS POINT

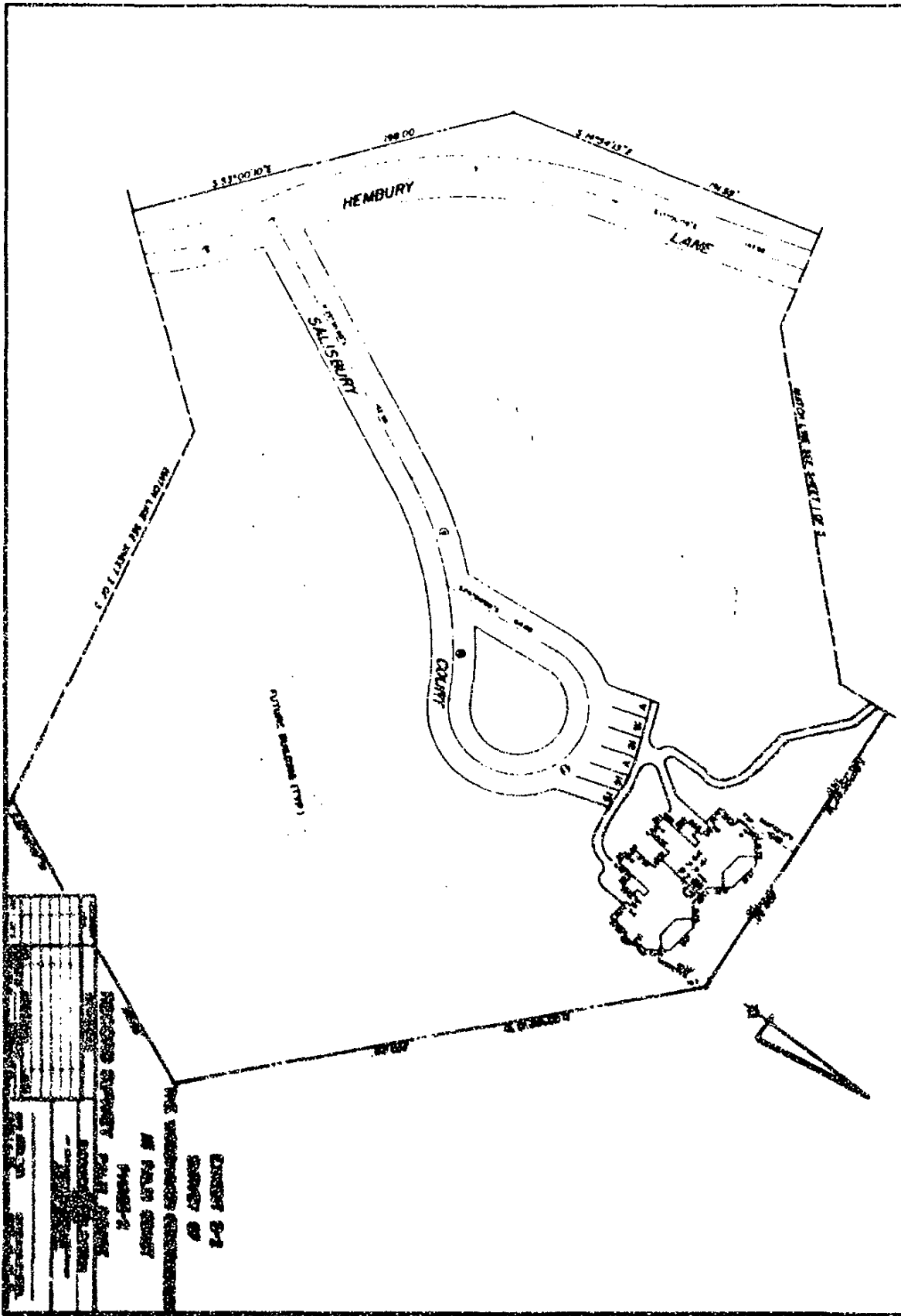
EXHIBIT B-2

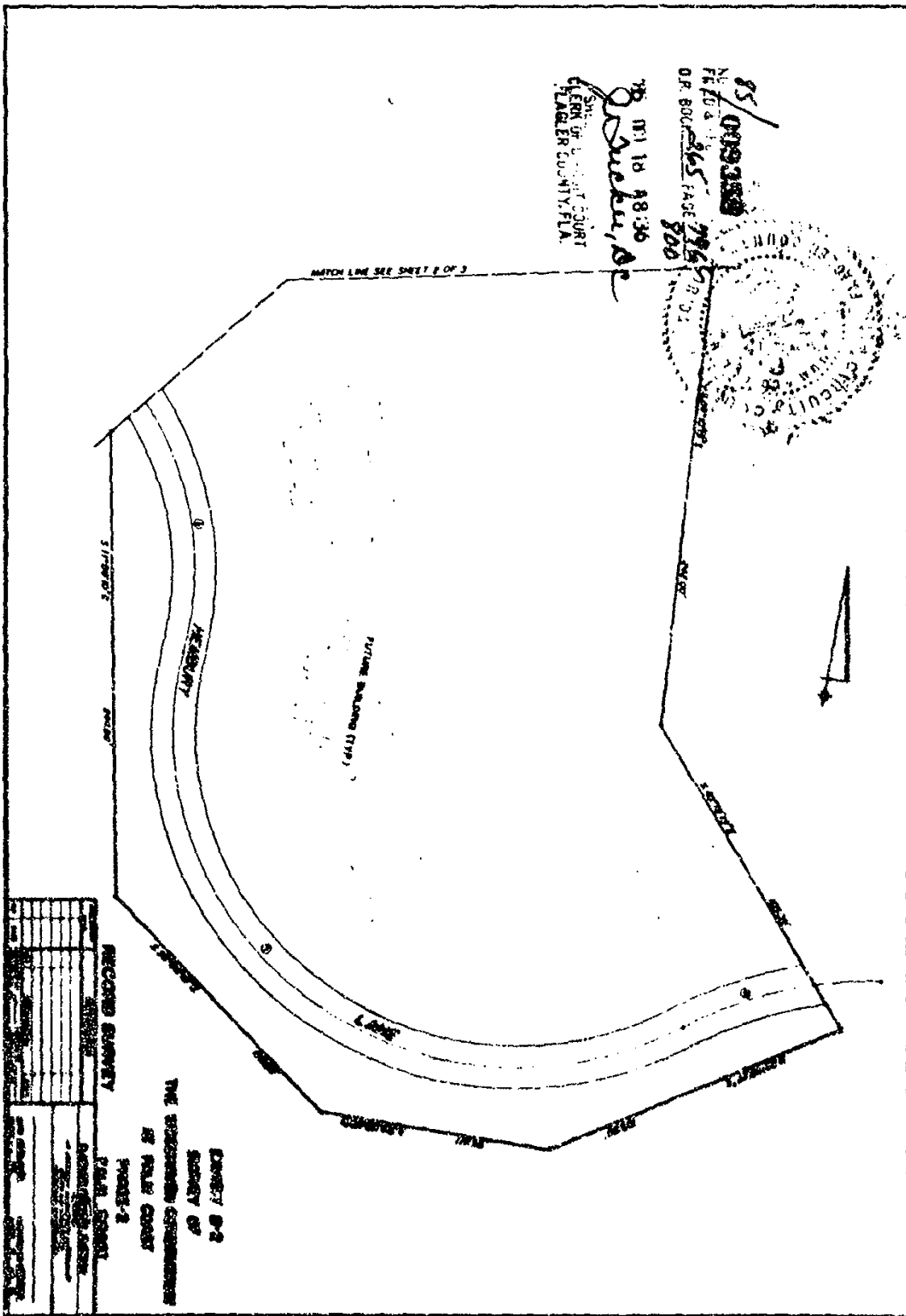
SUBJECT: GS

2025-26

9-11-77

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AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

0323 PAGE 0966
OFF REC

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981 and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of Buildings 16 and 17 of Phase II as depicted on Exhibit "B-2" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase II.

NOW, THEREFORE,

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with their authority reserved unto the Developer in the Declaration; and the existing Exhibit "B-2" of the Declaration is hereby replaced by the survey of Phase II attached to the amendment and labeled Exhibit "B-2", which is made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-2".

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the

DEC 03 23 PAGE 0967
REC

same extent as though the matters set forth herein and in the Exhibits attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 15th day of SEPTEMBER, 1987.

Signed, sealed and delivered in the presence of:

PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

By:

Robert D. Devore
Robert D. Devore,
President

CORPORATE SEAL

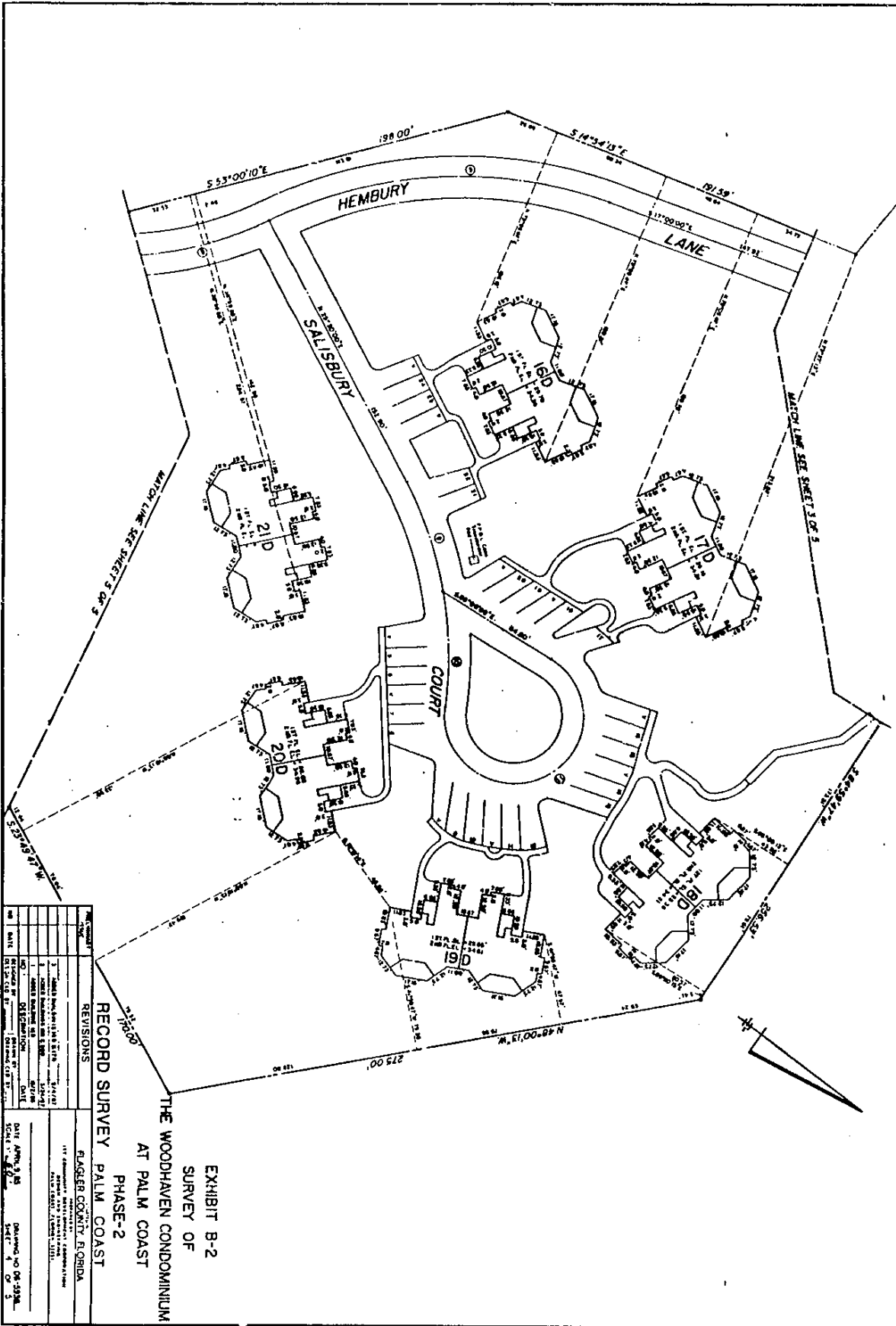
STATE OF FLORIDA)
) SS
COUNTY OF FLAGLER)

I, an officer authorized to take acknowledgments according to the laws of the State of Florida, do HEREBY CERTIFY that ROBERT D. DEVOR President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, that day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAV CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

WITNESS My hand and official seal, this 15th day of SEPTEMBER, 1987.

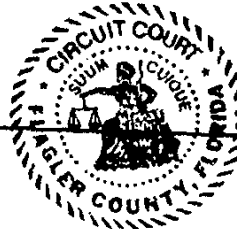
Victoria J. Porter
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires May 23, 1991
BRUNNEN Thru Tray File - Insurance Inc.

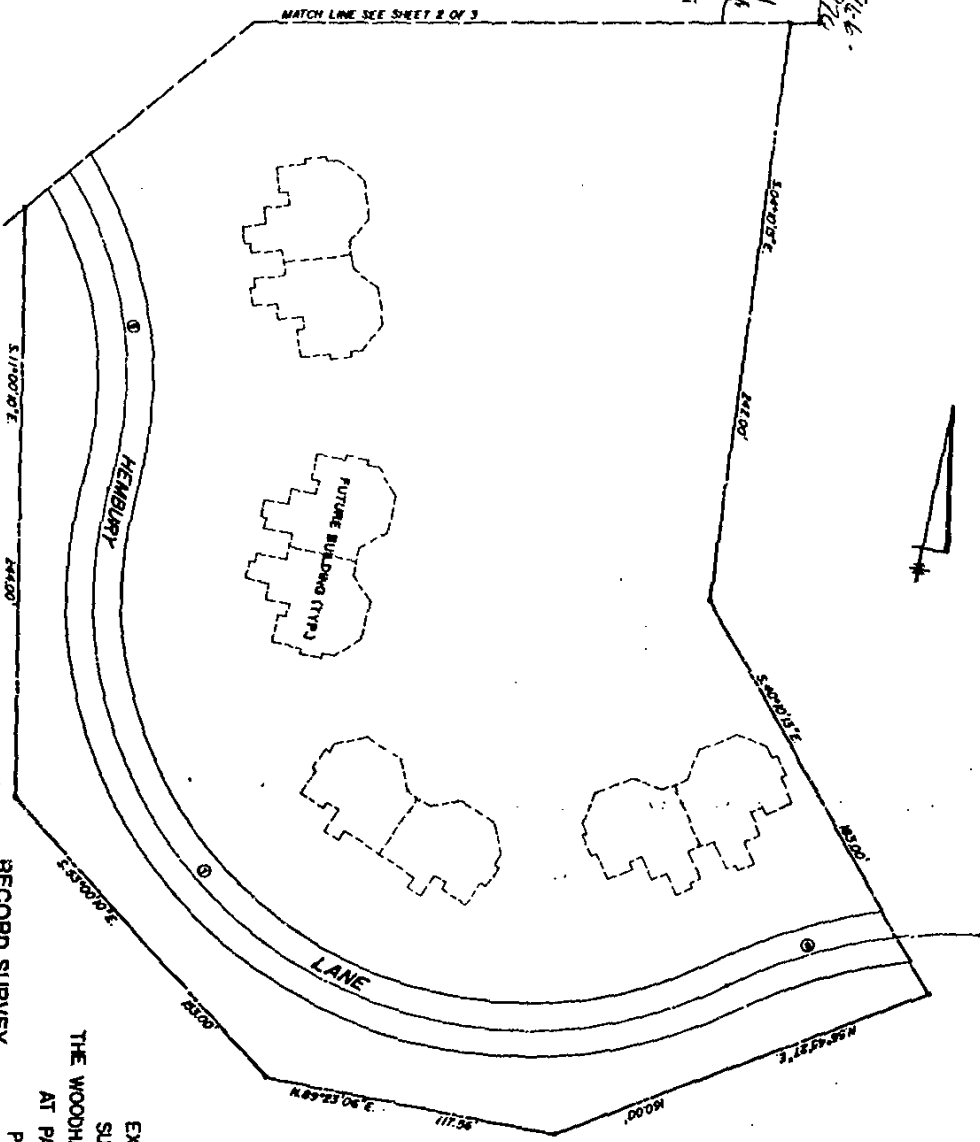


REVISIONS	
NO.	DATE
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RECORD SURVEY
 PALM COAST
 THE WOODHAVEN CONDOMINIUM
 AT PALM COAST
 PHASE-2
 EXHIBIT B-2
 SURVEY OF



87 011742
 87 SEP 10 P 1:51
 CLERK
 FLAGLER COUNTY
 946



RECORD SURVEY

EXHIBIT B-2
 SURVEY OF
 THE WOODHAVEN CONDOMINIUM
 AT PALM COAST
 PHASE-2
 PALM COAST
 FLAGLER COUNTY, FLORIDA

NO.	DATE	REVISION	BY	DATE
1	08/11/2011	ORIGINAL SURVEY	J. J. B. JR.	08/11/2011
2	08/11/2011	REVISION	J. J. B. JR.	08/11/2011
3	08/11/2011	REVISION	J. J. B. JR.	08/11/2011
4	08/11/2011	REVISION	J. J. B. JR.	08/11/2011
5	08/11/2011	REVISION	J. J. B. JR.	08/11/2011
6	08/11/2011	REVISION	J. J. B. JR.	08/11/2011
7	08/11/2011	REVISION	J. J. B. JR.	08/11/2011
8	08/11/2011	REVISION	J. J. B. JR.	08/11/2011
9	08/11/2011	REVISION	J. J. B. JR.	08/11/2011
10	08/11/2011	REVISION	J. J. B. JR.	08/11/2011

This Instrument Was Prepared By:
ROBERT G. CUFF, JR.
EXECUTIVE OFFICE
PALM COAST, FL 32051

L/SA-83
(LEG38/DW)
Rev: 10/6/87

REC 0326 PAGE 0207

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981 and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of Building 21 of Phase II as depicted on Exhibit "B-2" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase II.

NOW, THEREFORE,

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with their authority reserved unto the Developer in the Declaration; and the existing Exhibit "B-2" of the Declaration is hereby replaced by the survey of Phase II attached to the amendment and labeled Exhibit "B-2", which is made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-2".

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the

0326 PAGE 0208
REC

same extent as though the matters set forth herein and in the Exhibits at-
tached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to
the Declaration to be executed this 9th day of October, 1987.

Signed, sealed and delivered in
the presence of:

PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

By: Robert D. DeVore
Robert D. DeVore,
President

James D. Rugg
Victoria L. Porter

CORPORATE SEAL

STATE OF FLORIDA)
) SS
COUNTY OF FLAGLER)

I, an officer authorized to take acknowledgments according to the
laws of the State of Florida, do HEREBY CERTIFY that ROBERT D. DEVORE,
President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this
day personally appeared and acknowledged before me that he executed the
foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN
CONDOMINIUM AT PALM COAST, and I further certify that I know the said per-
son making said acknowledgment to be the individual described in and who
executed the said Amendment.

WITNESS My hand and official seal, this 9th day of October,
1987.

Victoria L. Porter
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires May 23, 1991
STANDARD FIDELITY & SURETY CO. - Insurance Inc.

Exhibit B-2

[illegible]

SEARCHED & INDEXED
SERIALIZED FILED
FBI - NEW YORK
JUN 10 1968

[illegible]

USEFUL INFORMATION

I CERTIFY THIS SURVEY TO PALM COAST
ABSTRACT & TITLE, INC.

EXHIBIT B-2
SURVEY OF
THE WOODHAVEN CONDOMINIUM
AT PALM COAST

RECORD SURVEY

PALM COAST

REVISIONS

PROPERTY IN
RAGLER COUNTY, TEXAS

RESEARCHER'S ADDRESS: Dr. P. G. S. Kumar, Director, Research and Development, Indian Institute of Space Science and Technology, Thiruvananthapuram, Kerala, India.

100-442736-1

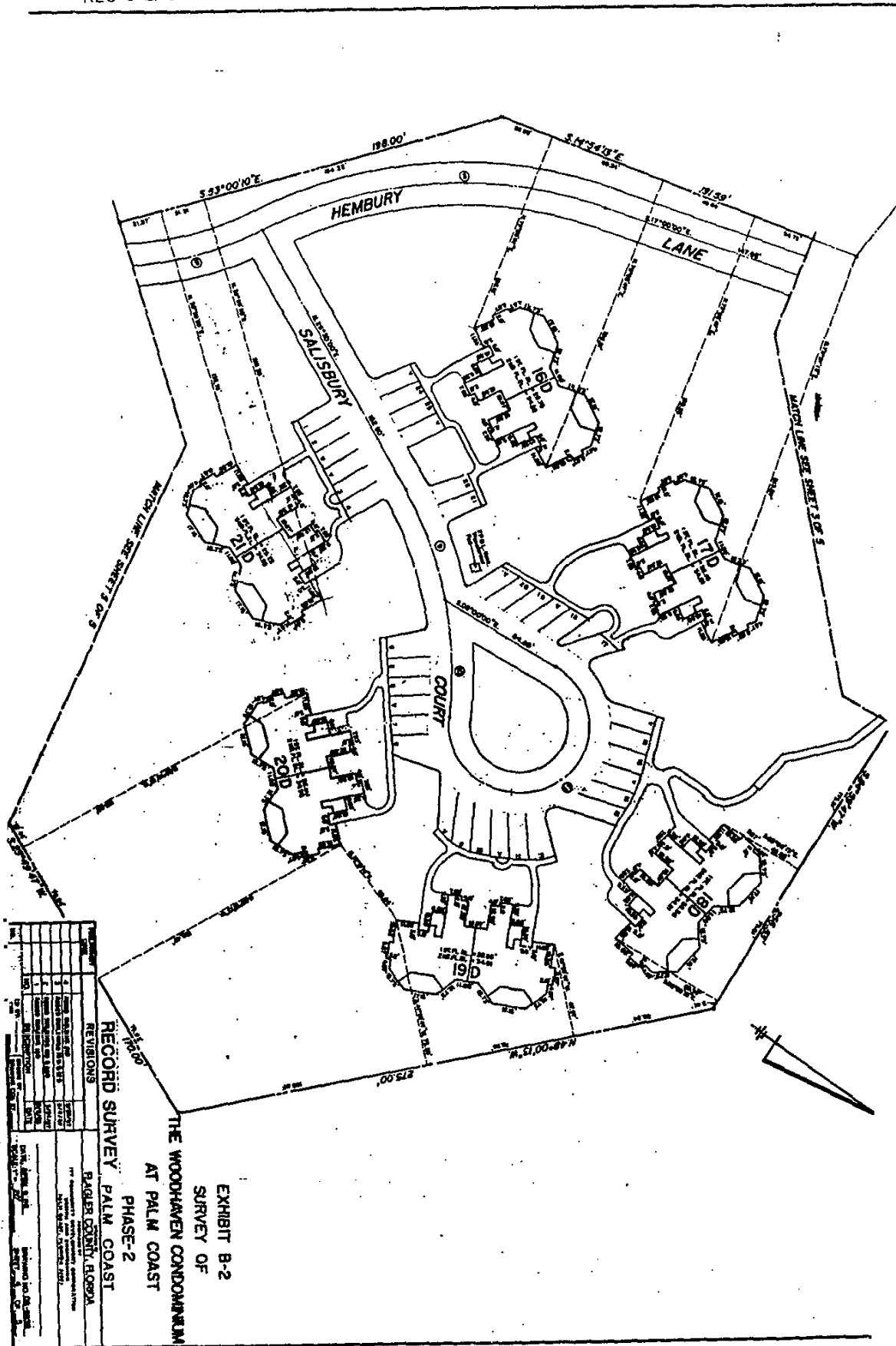
PRINTED AT THE
: 1278, 2, 18

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11-29-2007

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Non-Order Search
326-207 REC ALL



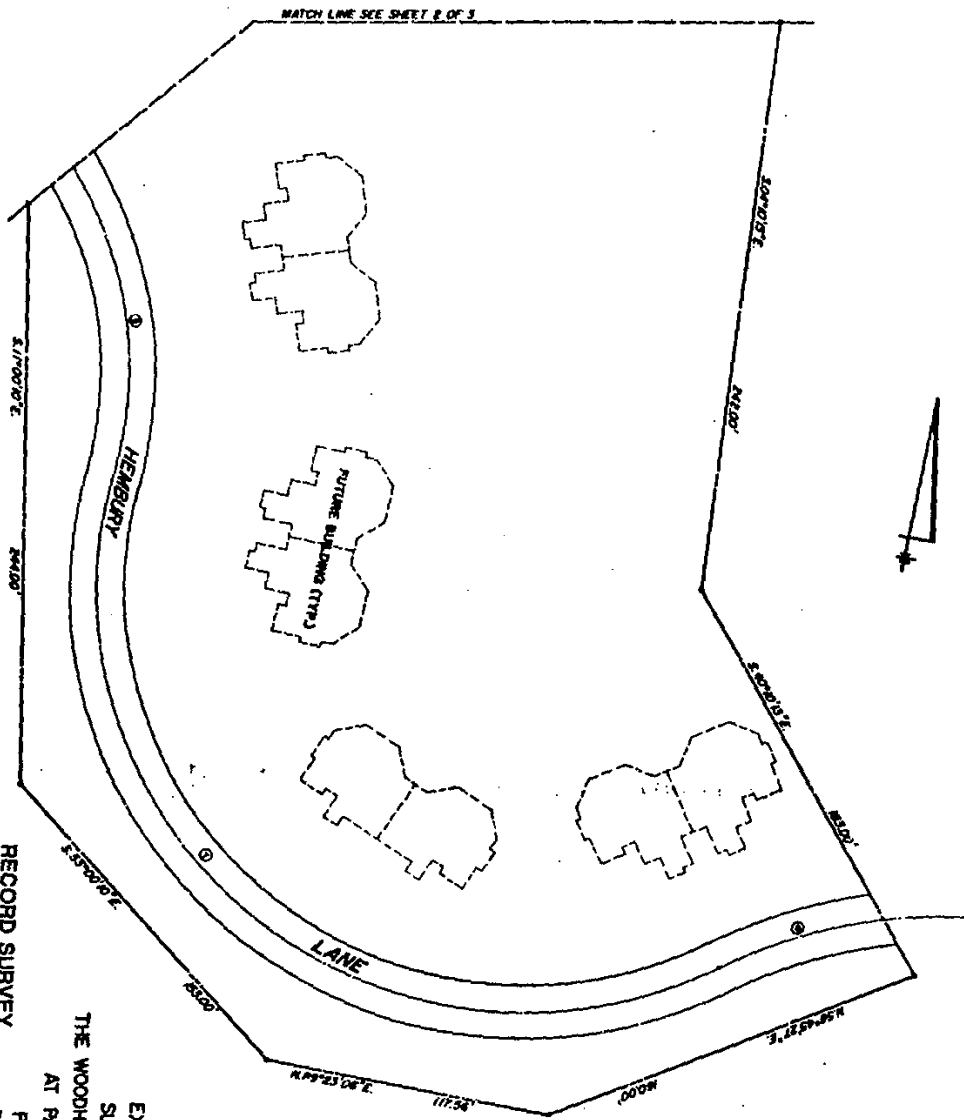
NO.	REVISIONS
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19	REVISION TO SURVEY
20	REVISION TO SURVEY

RECORD SURVEY, PALM COAST
PHASE-2

EXHIBIT B-2
SURVEY OF
THE WOODHAVEN CONDOMINIUM
AT PALM COAST



87/012988
 FILED
 CLERK OF COURT
 FLAGLER COUNTY, FLA.
 87 OCT 12 P 3:08
J. Tucker, Jr.



RECORD SURVEY			
NO.	DATE	REVISIONS	BY
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19	10/12/87	AS SHOWN	AS SHOWN
20	10/12/87	AS SHOWN	AS SHOWN

EXHIBIT B-2
 SURVEY OF
 THE WOODHAVEN CONDOMINIUM
 AT PALM COAST
 PHASE-2.
 PALM COAST
 PALM BEACH COUNTY, FLORIDA
 BY: [Signature]
 DATE: 10/12/87

Chg IT-(10)
#24.00

L/SA-85
(LEG41/DW)
Rev: 12/9/87

OFF REC 0332 PAGE 0062

This Instrument Was Prepared By:
ROBERT G. CUFF, JR.
EXECUTIVE OFFICE
PALM COAST, FL 32051

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981 and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of Building 22 of Phase II as depicted on Exhibit "B-2" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase II.

NOW, THEREFORE,

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with their authority reserved unto the Developer in the Declaration; and the existing Exhibit "B-2" of the Declaration is hereby replaced by the survey of Phase II attached to the amendment and labeled Exhibit "B-2", which is made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-2".

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the

same extent as though the matters set forth herein and in the Exhibits attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 10th day of December, 1987.

Signed, sealed and delivered in the presence of:

PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

Victoria L. Porter

By: Robert D. DeVore
Robert D. DeVore,
President

CORPORATE SEAL

STATE OF FLORIDA)
COUNTY OF FLAGLER) SS

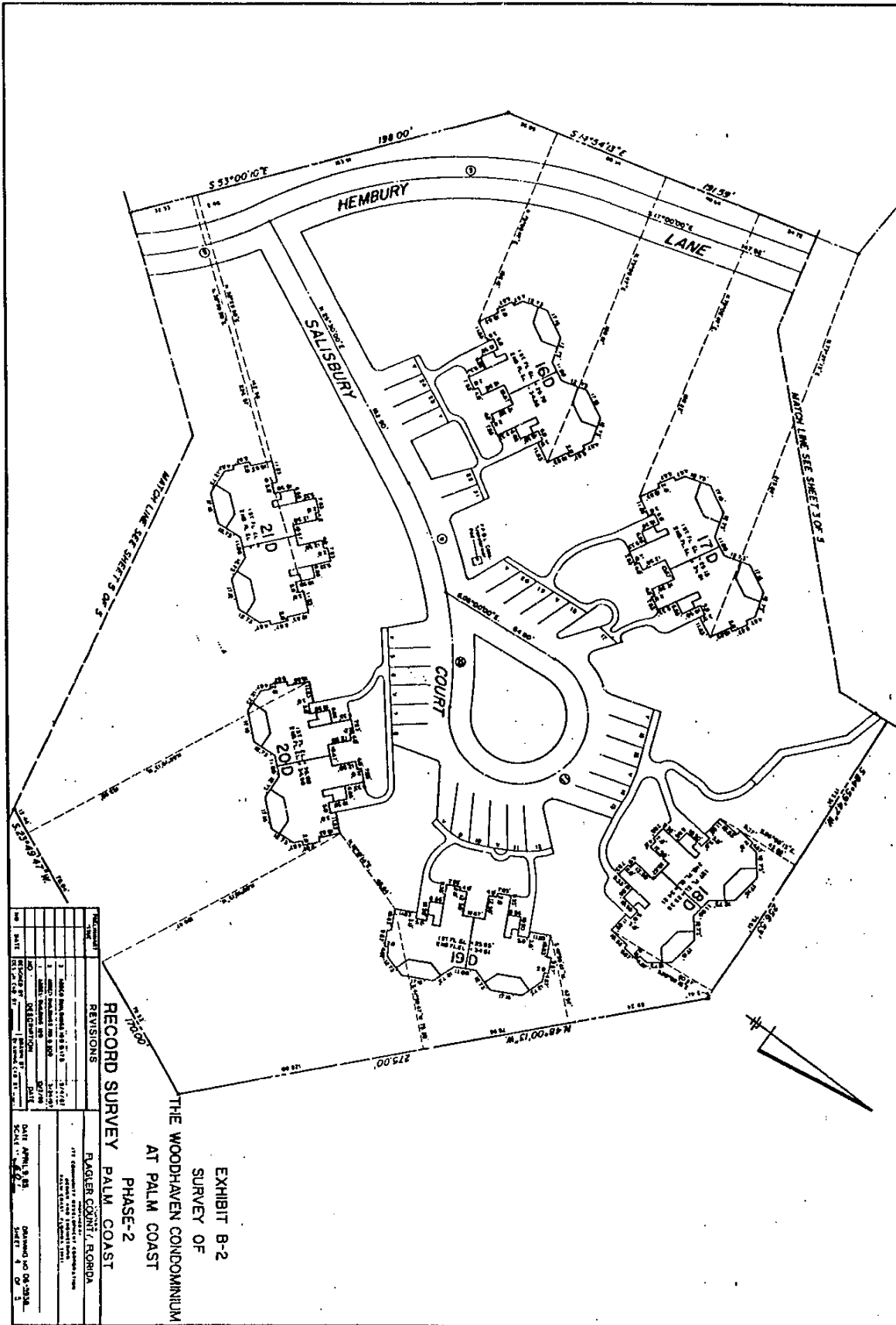
I, an officer authorized to take acknowledgments according to the laws of the State of Florida, do HEREBY CERTIFY that ROBERT D. DEVORE, President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

WITNESS My hand and official seal, this 10th day of December, 1987.

Victoria L. Porter
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires May 23, 1991





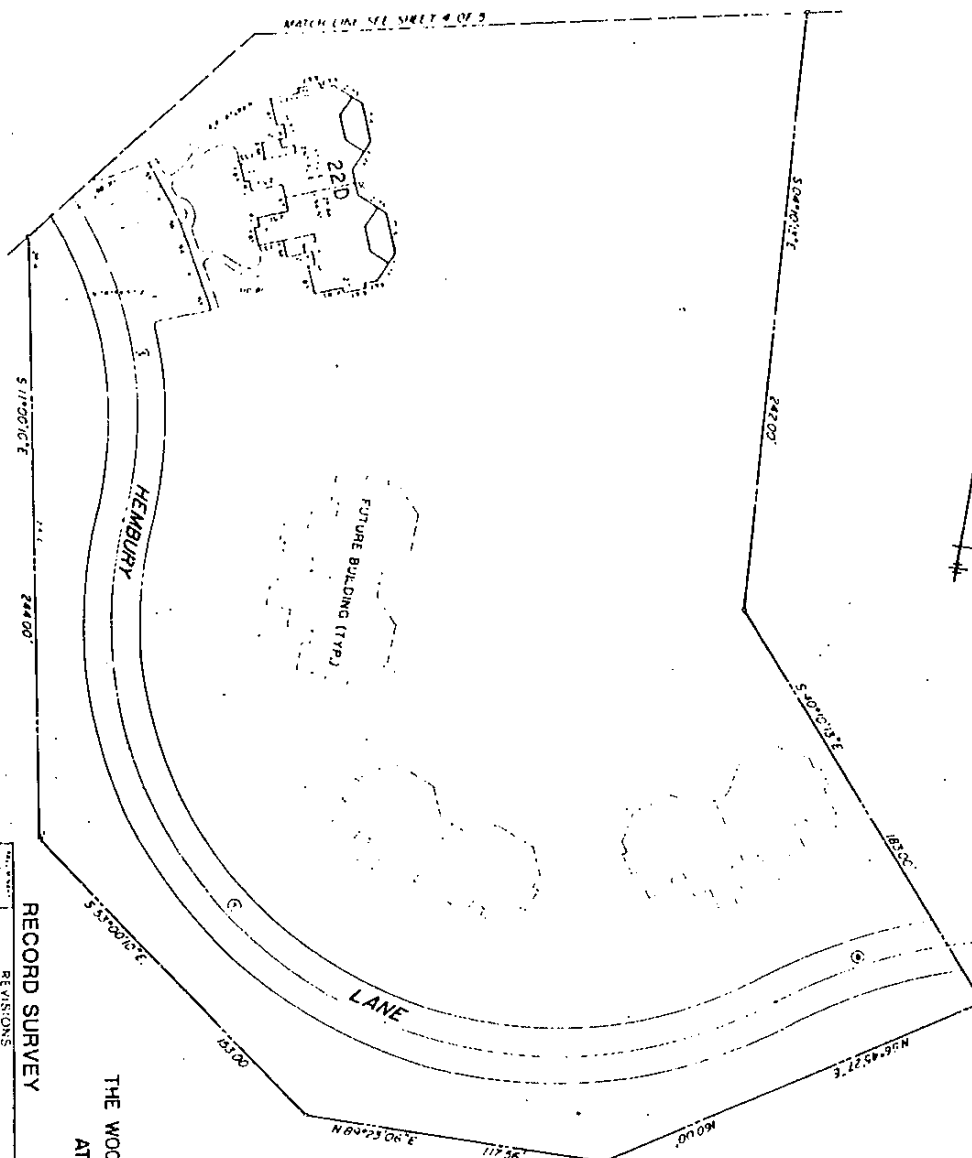
RECORD SURVEY PALM COAST
PHASE-2

EXHIBIT B-2
SURVEY OF
THE WOODHAVEN CONDOMINIUM
AT PALM COAST

NO.	DATE	REVISIONS
1	04/01/2018	1. Initial Survey
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99	04/01/2018	99. Final Survey
100	04/01/2018	100. Final Survey

87 M-14 P7:26
J. Ducker, Jr.
CLERK
FLAGLER

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RECORD SURVEY

EXHIBIT B-2
SURVEY OF
THE WOODHAVEN CONDOMINIUM
AT PALM COAST

REVISIONS		FLAGLER COUNTY BORUA	
DATE	BY	DATE	BY
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10/10/2011	8	10/10/2011	8
10/10/2011	9	10/10/2011	9
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10/10/2011	12	10/10/2011	12
10/10/2011	13	10/10/2011	13
10/10/2011	14	10/10/2011	14
10/10/2011	15	10/10/2011	15
10/10/2011	16	10/10/2011	16
10/10/2011	17	10/10/2011	17
10/10/2011	18	10/10/2011	18
10/10/2011	19	10/10/2011	19
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10/10/2011	100	10/10/2011	100

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of The Woodhaven Condominium at Palm Coast, made by Palm Coast Construction Company, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981, and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for The Woodhaven Condominium at Palm Coast, hereinafter referred to as "Declaration"; and

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and

WHEREAS, the Developer has completed construction of Buildings 28, 29, 35 and 37 of Phase III, as depicted on Exhibit "B-3" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase III.

NOW, THEREFORE:

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with their

authority reserved unto the Developer in the Declaration; and, the existing Exhibit "B-3" of the Declaration is hereby replaced by the surveys of Phase III attached to the amendment and labeled Exhibit "B-3", which is made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-3".

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and in the Exhibit attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 12th day of November, 1985.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
[Signature]

PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

By: [Signature]
Robert D. Devore, President

STATE OF FLORIDA
COUNTY OF FLAGLER

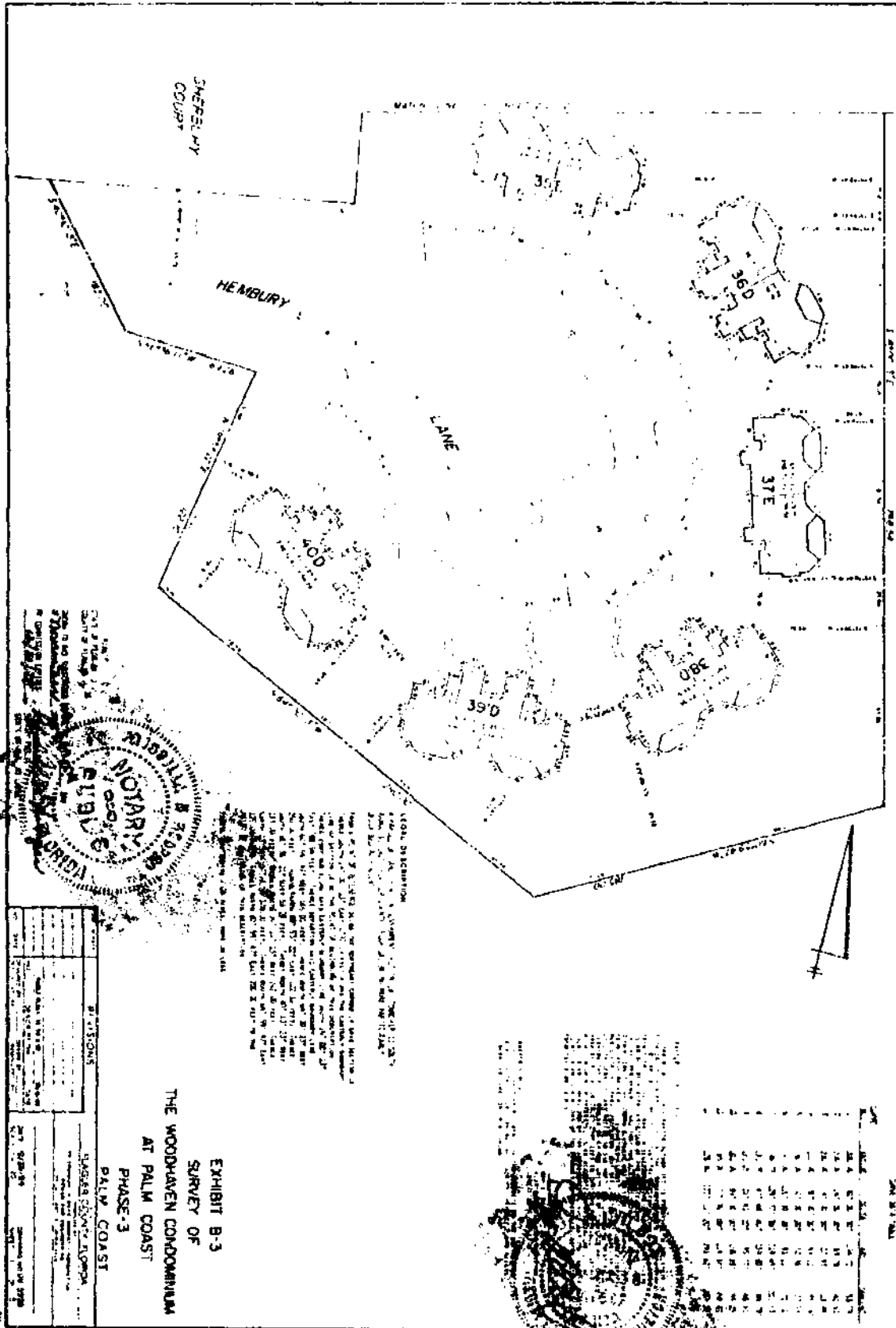
I, an officer authorized to take acknowledgments according to the laws of the State of Florida, do hereby certify that ROBERT D. DEVORE, President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for The Woodhaven Condominium at Palm Coast, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

WITNESS my hand and official seal, this 12th day of November, 1985.

[Signature]
Notary Public, State of Florida
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEP. 30, 1987
BONDED THRU GENERAL INSURANCE UNO



AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of The Woodhaven Condominium at Palm Coast, made by Palm Coast Construction Company, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981, and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for The Woodhaven Condominium at Palm Coast, hereinafter referred to as "Declaration"; and

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and

WHEREAS, the Developer has completed construction of Building 40 of Phase III, as depicted on Exhibit "B-3" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase III.

NOW, THEREFORE:

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with their authority reserved unto the Developer in the Declaration; and, the existing Exhibit "B-3" of the Declaration is hereby

RECORDED
 INDEXED
 EXAMINED
 PALM COAST, FLORIDA

ALM

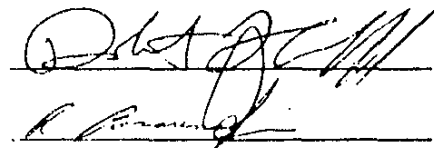
replaced by the surveys of Phase III attached
amendment and labeled Exhibit "B-3", which is made a part
hereof by reference and by reference made a part
Declaration as Exhibit "B-3".

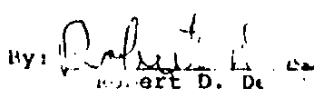
2. This Amendment to the Declaration,
for record in the Public Records of Flagler C
shall be incorporated by reference and made a part
Declaration with like effect and to the same extent
though the matters set forth herein and in the
attached hereto had originally constituted a part
Declaration.

IN WITNESS WHEREOF, the Developer has
Amendment to the Declaration to be executed
day of December, 1985.

Signed, Sealed and Delivered
in the Presence of:

PALM COAST CON
a Florida corp



By: 
Robert D. Devore

STATE OF FLORIDA
COUNTY OF FLAGLER

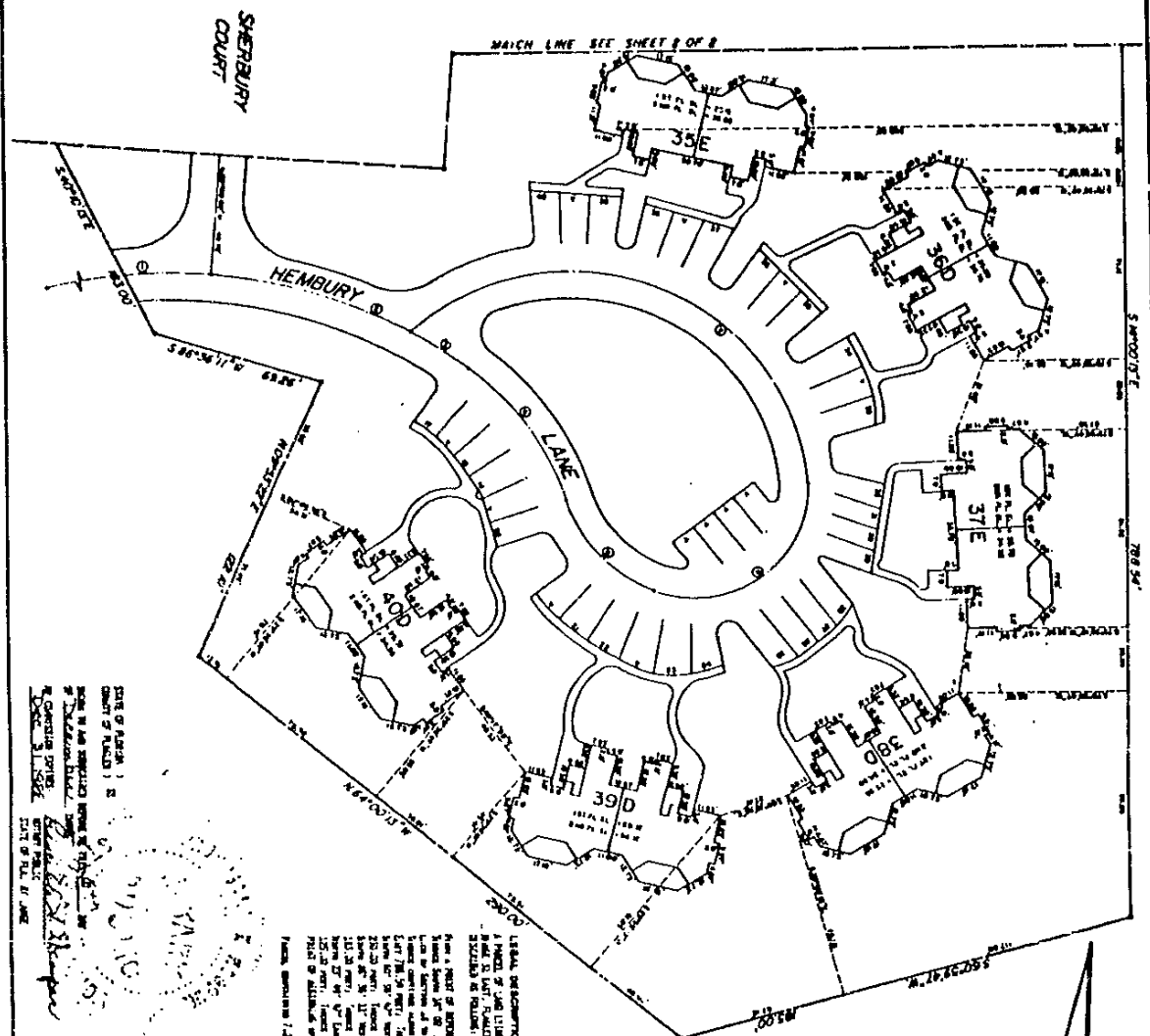
I, an officer authorized to take acknowledgments
according to the laws of the State of Florida, do hereby
certify that ROBERT D. DEVORE, President of PALM COAST
CONSTRUCTION COMPANY, a Florida corporation, this day
personally appeared and acknowledged before me to
executed the foregoing Amendment to the Declaration
Condominium for The Woodhaven Condominium at Palm C
and I further certify that I know the said person
said acknowledgment to be the individual described in
who executed the said Amendment.

WITNESS my hand and official seal, this 1
December, 1985.


Notary Public, State of
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION 222 SEPT 30, 1988
SIGNED THIS 12TH DAY OF DEC, 1985.



LEGAL DESCRIPTION
A PORTION OF LAND LING IN CONDOMINIUM SECTION 24, TOWNSHIP 22 NORTH,
RANGE 20 EAST, ROCKS COUNTY, MINNESOTA, BEING THE NORTHEAST QUARTER
SECTION 24, TOWNSHIP 22 NORTH,

[illegible]

1. INVESTIGATION
 2. REPORT
 3. CONCLUSIONS
 4. RECOMMENDATIONS
 5. APPENDICES
 6. REFERENCES
 7. INDEX
 8. ILLUSTRATIONS
 9. TABLES
 10. FIGURES
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 12. MAPS
 13. CHARTS
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 19. NOTES
 20. ADDENDUM
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 22. REVISIONS
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7	15.0	F	24.6
8	15.0	F	18.7
9	15.0	F	15.7
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11	15.0	F	14.5
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EXHIBIT B-3
SURVEY OF
THE WOODHAVEN CONDOMINIUM
AT PALM COAST
PHASE-3

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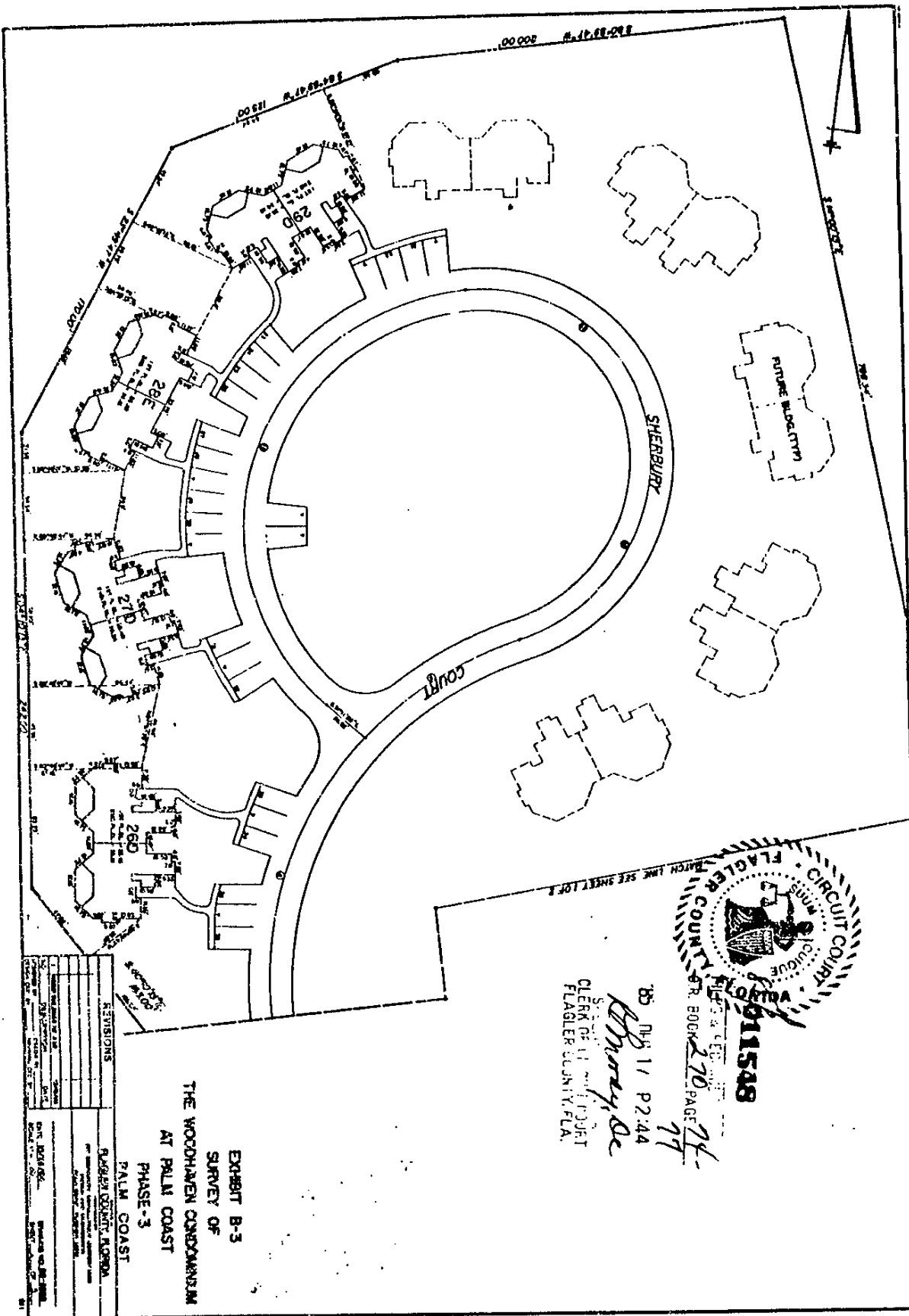


EXHIBIT B-3
SURVEY OF
THE WOODHAVEN CONDOMINIUM
AT PALM COAST
PHASE-3
PALM COAST
FLAGLER COUNTY, FLORIDA



TO: MAY 11 2011 P2:44
CLERK OF THE COURT
FLAGLER COUNTY, FLA.

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AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of The Woodhaven Condominium at Palm Coast, made by Palm Coast Construction Company, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981, and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for The Woodhaven Condominium at Palm Coast, hereinafter referred to as "Declaration"; and

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and

WHEREAS, the Developer has completed construction of Building 40 of Phase III, as depicted on Exhibit "B-3" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase III.

NOW, THEREFORE:

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with their authority reserved unto the Developer in the Declaration; and, the existing Exhibit "B-3" of the Declaration is hereby

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 INDEXED
 EXHIBIT
 PALM COAST, FLORIDA

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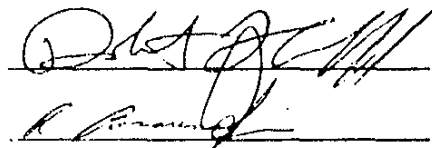
replaced by the surveys of Phase III attached
amendment and labeled Exhibit "B-3", which is made a part
hereof by reference and by reference made a part
Declaration as Exhibit "B-3".

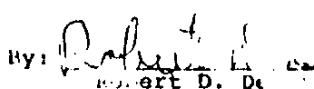
2. This Amendment to the Declaration,
for record in the Public Records of Flagler C
shall be incorporated by reference and made a part
Declaration with like effect and to the same extent
though the matters set forth herein and in the
attached hereto had originally constituted a part
Declaration.

IN WITNESS WHEREOF, the Developer has
Amendment to the Declaration to be executed
day of December, 1985.

Signed, Sealed and Delivered
in the Presence of:

PALM COAST CON
a Florida corp



By: 
Robert D. Devore

STATE OF FLORIDA
COUNTY OF FLAGLER

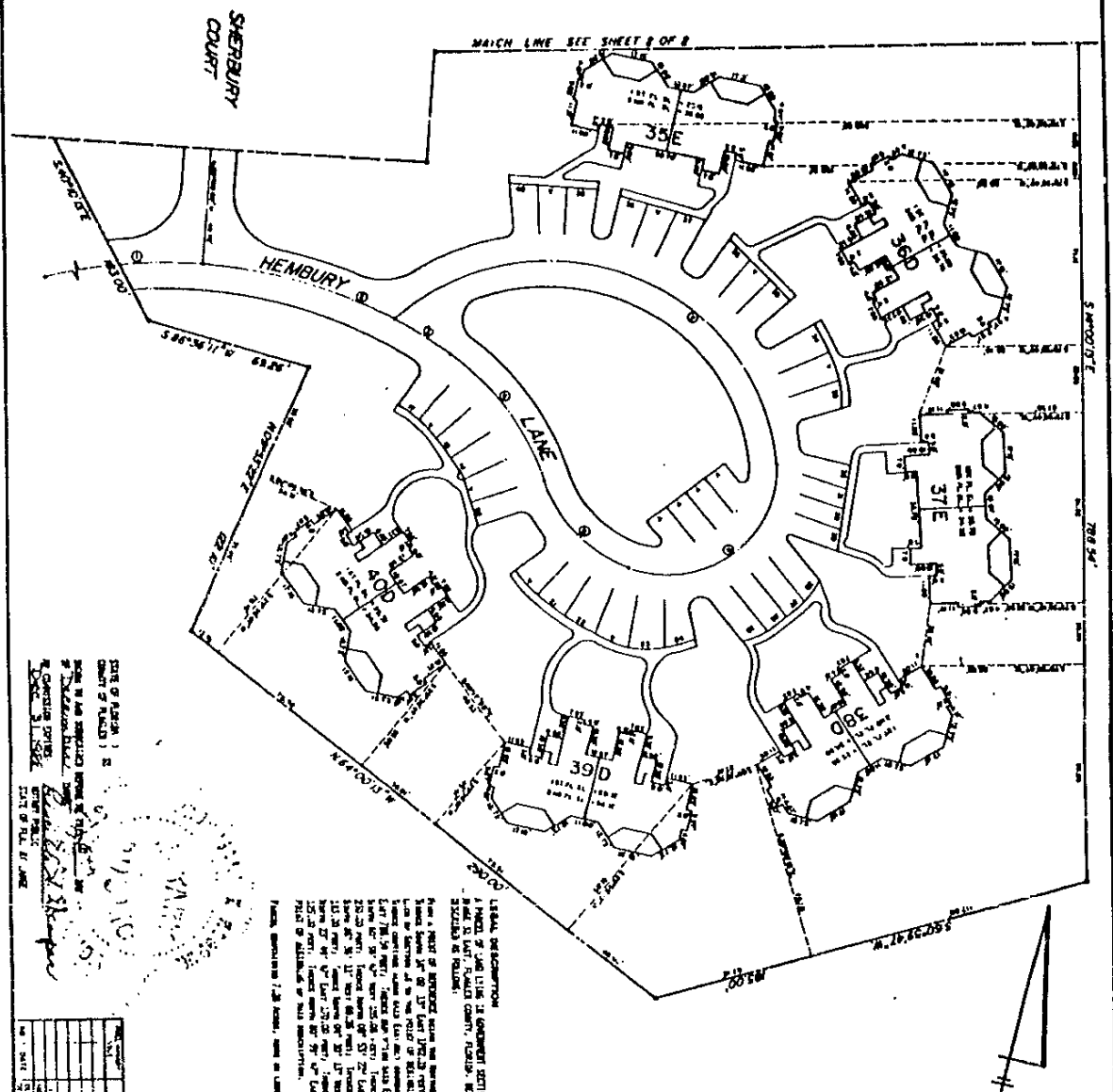
I, an officer authorized to take acknowledgments
according to the laws of the State of Florida, do hereby
certify that ROBERT D. DEVORE, President of PALM COAST
CONSTRUCTION COMPANY, a Florida corporation, this day
personally appeared and acknowledged before me to
executed the foregoing Amendment to the Declaration
Condominium for The Woodhaven Condominium at Palm C
and I further certify that I know the said person
said acknowledgment to be the individual described in
who executed the said Amendment.

WITNESS my hand and official seal, this 1
December, 1985.


Notary Public, State of
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION 222 SEPT 30, 1988
SIGNED THIS 12TH DAY OF DEC, 1985.



LEGAL DESCRIPTION
A PORTION OF LAND LIES IN GOVERNMENT SECTION 24, TOWNSHIP 12 NORTH,
RANGE 10 EAST, FULTON COUNTY, ILLINOIS. BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

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EXHIBIT B-3
SURVEY OF
THE WOODHAVEN CONDOMINIUM
AT PALM COAST

PALM COAST

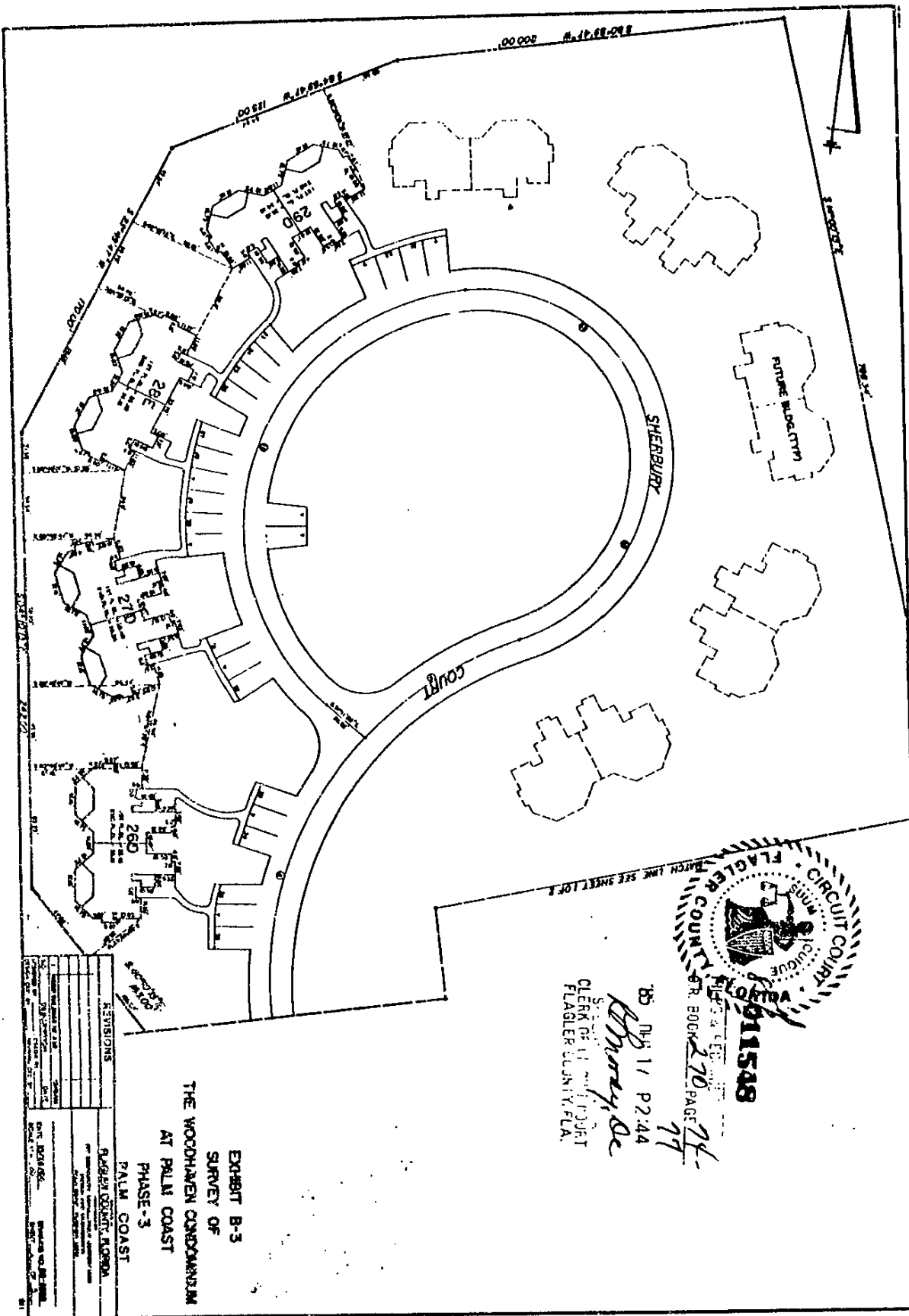
BAGER COUNTY, ALABAMA
Copyright © 1994

1. **Identify the main idea of the passage.**
 2. **Identify the supporting details.**
 3. **Identify the author's purpose.**

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TO: Mr. P. J. A. A.
 FROM: Mr. P. J. A. A.
 CLERK OF THE COURT
 FLAGLER COUNTY, FLA.

EXHIBIT B-3
 SURVEY OF
 THE WOODHAVEN CONDOMINIUM
 AT PALM COAST
 PHASE-3
 PALM COAST

REVISIONS	DATE	BY	DESCRIPTION
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10	01/11/2021	CLERK	FILED

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Rev: 3/31/87

OFF REC 0308 PAGE 0893

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981 and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of Buildings 32 and 20 of Phase II, as depicted on Exhibit "B-2" attached to the above described Declaration and Buildings 33 and 34 of Phase III as depicted on Exhibit "B-3" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached surveys of Phases II and III.

NOW, THEREFORE,

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with their authority reserved unto the Developer in the Declaration; and, the existing Exhibit "B-2" of the Declaration is hereby replaced by the survey of Phase II attached to the amendment and labeled Exhibit "B-2", which is made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-2"; and the existing Exhibit "B-3" of the Declaration is hereby replaced by the survey of Phase III attached to the amendment and labeled Exhibit "B-3", which

This Instrument Was Prepared By:
ROBERT G. CUFF, JR.
EXECUTIVE OFFICE
PALM COAST, FL 32951

- 1 -

made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-3".

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and in the Exhibits attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 1st day of APRIL, 1987.

Signed, sealed and delivered in the presence of:

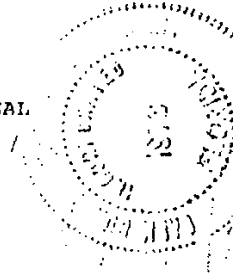
PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

Heen Van Rijn

By: Robert D. DeVore
Robert D. DeVore,
President

Margaret P. Lennard

CORPORATE SEAL



STATE OF FLORIDA)
) SS
COUNTY OF FLAGLER)

I, an officer authorized to take acknowledgments according to the laws of the State of Florida, do HEREBY CERTIFY that ROBERT D. DEVORE, President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, that day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and to have executed the said Amendment.

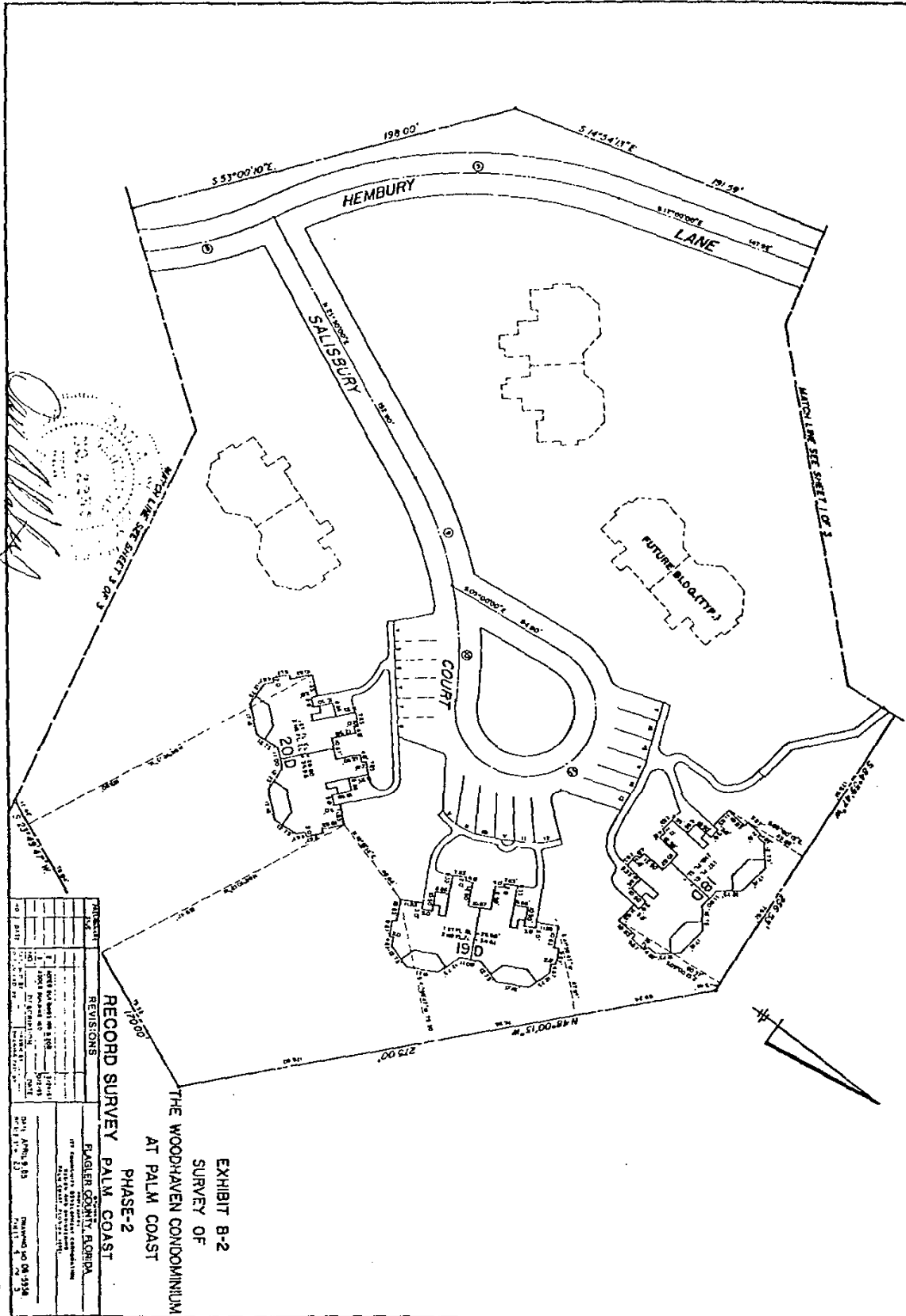
WITNESS My hand and official seal, this 1st day of APRIL, 1987.

Victoria L. Porter
NOTARY PUBLIC

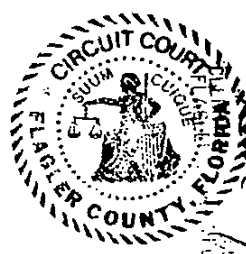
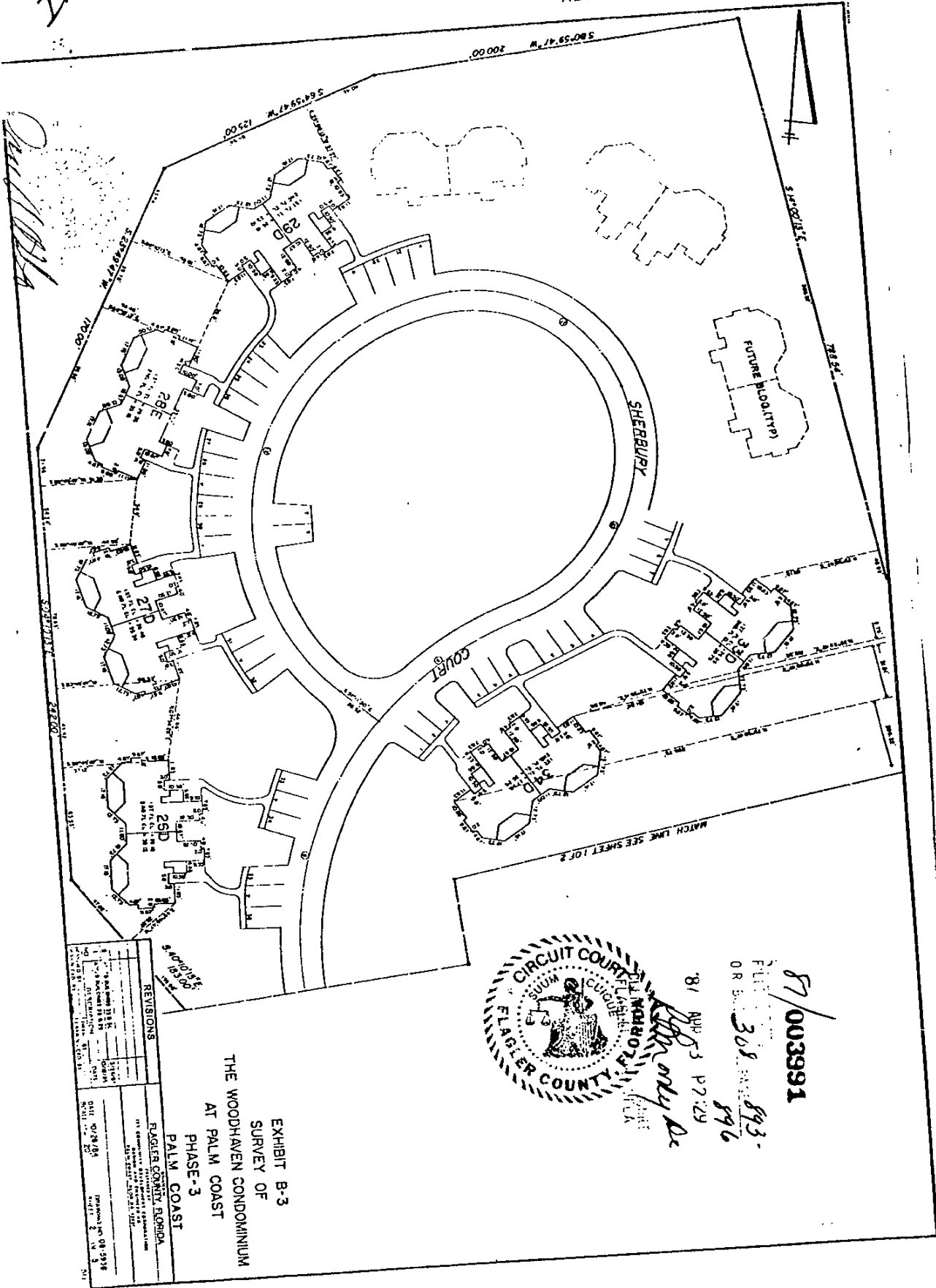
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 22, 1987





chrg:
I.T.T.



87/003991
F.L.C. 308 893-
OR 308 896
81 NOV 3 17:29
only de

EXHIBIT B-3
SURVEY OF
THE WOODHAVEN CONDOMINIUM
AT PALM COAST
PHASE-3
PALM COAST
FLAGLER COUNTY, FLORIDA

REVISIONS	DATE	BY	DESCRIPTION
1	07/28/04
2	07/28/04
3	07/28/04
4	07/28/04
5	07/28/04
6	07/28/04
7	07/28/04
8	07/28/04
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100	07/28/04

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981 and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-340 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of Buildings 30, 31 and 32 of Phase III as depicted on Exhibit "B-3" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached survey of Phase III.

NOW, THEREFORE,

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with their authority reserved unto the Developer in the Declaration; and the existing Exhibit "B-3" of the Declaration is hereby replaced by the survey of Phase III attached to the amendment and labeled Exhibit "B-3", which is made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-3".

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the

Chg. 17-001

same extent as though the matters set forth herein and in the Exhibits attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 4th day of August, 1987.

Signed, sealed and delivered in the presence of:

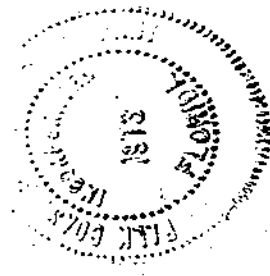
PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

[Signature]

By: [Signature]
Robert D. Devore,
President

[Signature]

CORPORATE SEAL



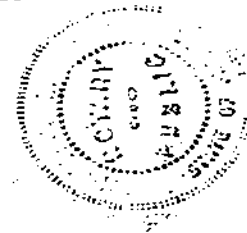
STATE OF FLORIDA)
) SS
COUNTY OF FLAGLER)

I, an officer authorized to take acknowledgments according to the laws of the State of Florida, do HEREBY CERTIFY that ROBERT D. DEVORE, President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

WITNESS My hand and official seal, this 4th day of August, 1987.

[Signature]
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires May 23, 1990
Revised May 1989 - Notary Public



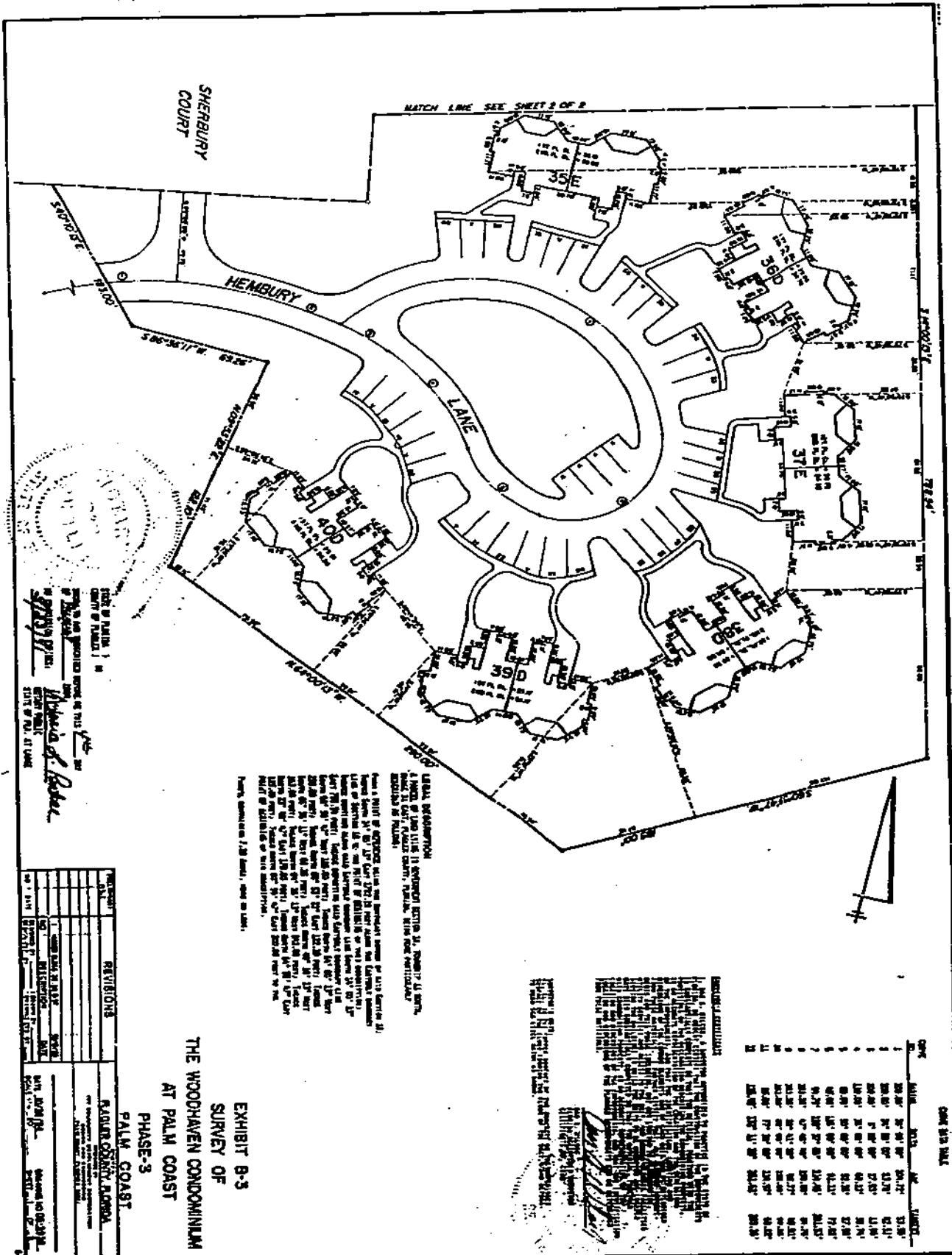
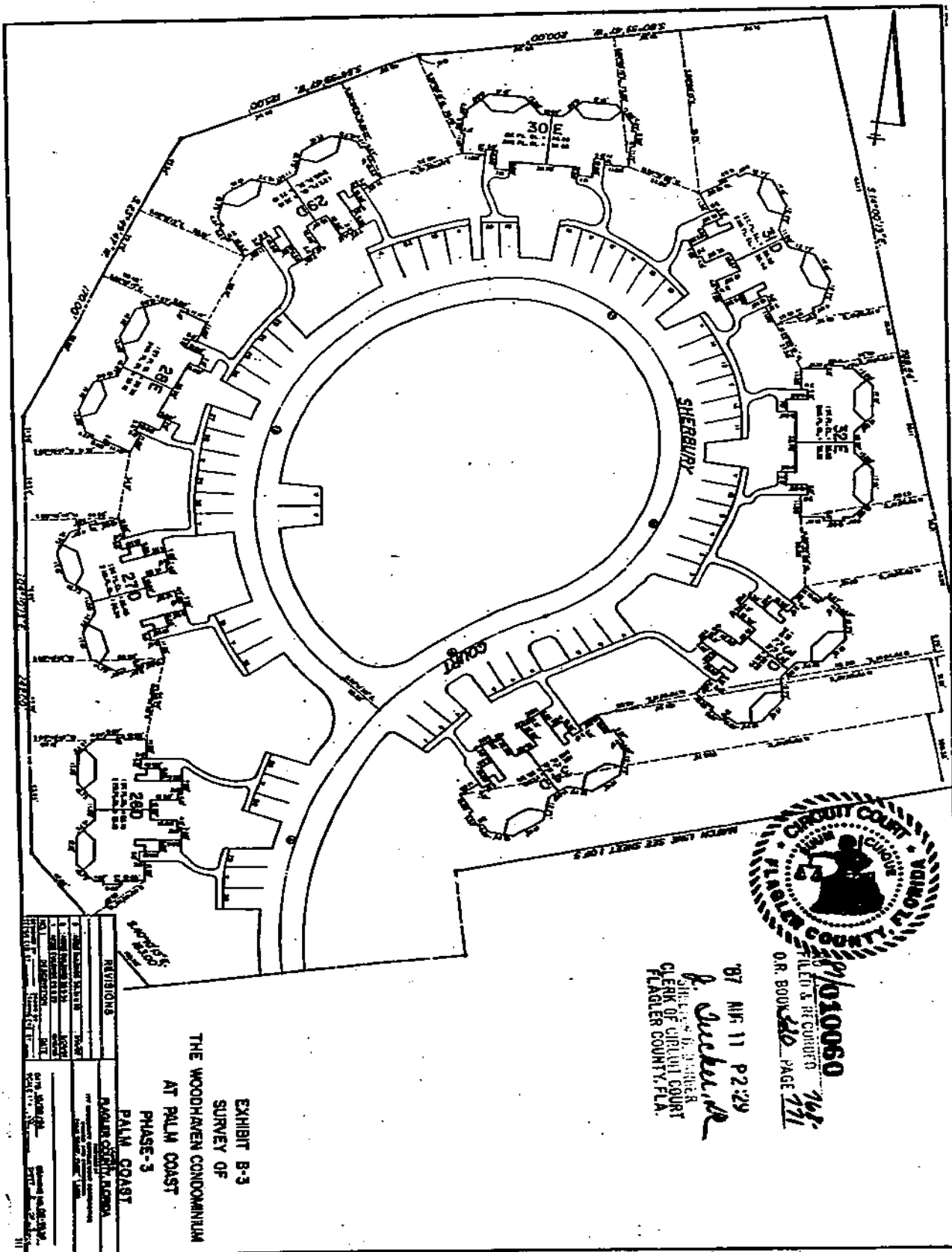


Exhibit "B-3"



L/SF-82
(LEG38/DW)
Rev: 9/29/88

OFF REC 0365 PAGE 0836

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE
CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMP
ida corporation, hereinafter referred to as "Developer", for
successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981 a
on October 7, 1981, in Official Records Book 177, at Pages 248-5
Public Records of Flagler County, Florida, the Declaration of
for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter refe
"Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration
Developer to add one or more of the phases or a portion of said
the Condominium by an amendment or series of amendments without
of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of
41, 42, 43 and 44 of Phase IV as depicted on Exhibit "B-4" attac
above described Declaration, to the extent that the surveyor m
the necessary certification as required by Chapter 718, Florida
and

WHEREAS, pursuant to Articles III, VII and XXI of the said Decla-
ration, the Developer now wishes to amend said Declaration to include t
attached survey of Phase IV.

NOW, THEREFORE,

1. The Developer, in consideration of the premises, do
amend the Declaration in accordance with their authority reserved
Developer in the Declaration; and a portion of the existing Exhib
of the Declaration is hereby replaced by the survey of Phase IV at
the amendment and labeled Exhibit "B-4", which is made a part
reference and by reference made a part of the Declaration as Exhib

2. This Amendment to the Declaration, when filed for r
the Public Records of Flagler County, Florida, shall be incorpo
reference and made a part of the Declaration with like effect a

R/R PLAT
ATTN: VICKIE

same extent as though the matters set forth herein and in the Exhibits attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 3rd day of October, 1988.

Signed, sealed and delivered in the presence of:

PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

James D. Ruggie

By:

Robert D. DeVore
Robert D. DeVore,
President

Victoria P. Gard

CORPORATE SEAL

STATE OF FLORIDA)
COUNTY OF FLAGLER) SS

I, an officer authorized to take acknowledgments according to the laws of the State of Florida, do HEREBY CERTIFY that ROBERT D. DEVORE, President of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

WITNESS My hand and official seal, this 3rd day of OCTOBER, 1988.

Victoria P. Gard
NOTARY PUBLIC

My Commission Expires:

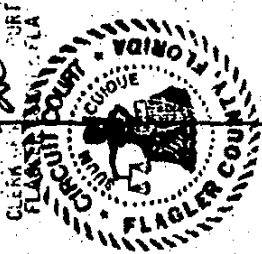
Not a public State of Florida

My Commission Expires June 1, 1992

Revised from Rev. Form 1-1-1988

8614357
FILED IN 16
OR 80365 PAGE 0838

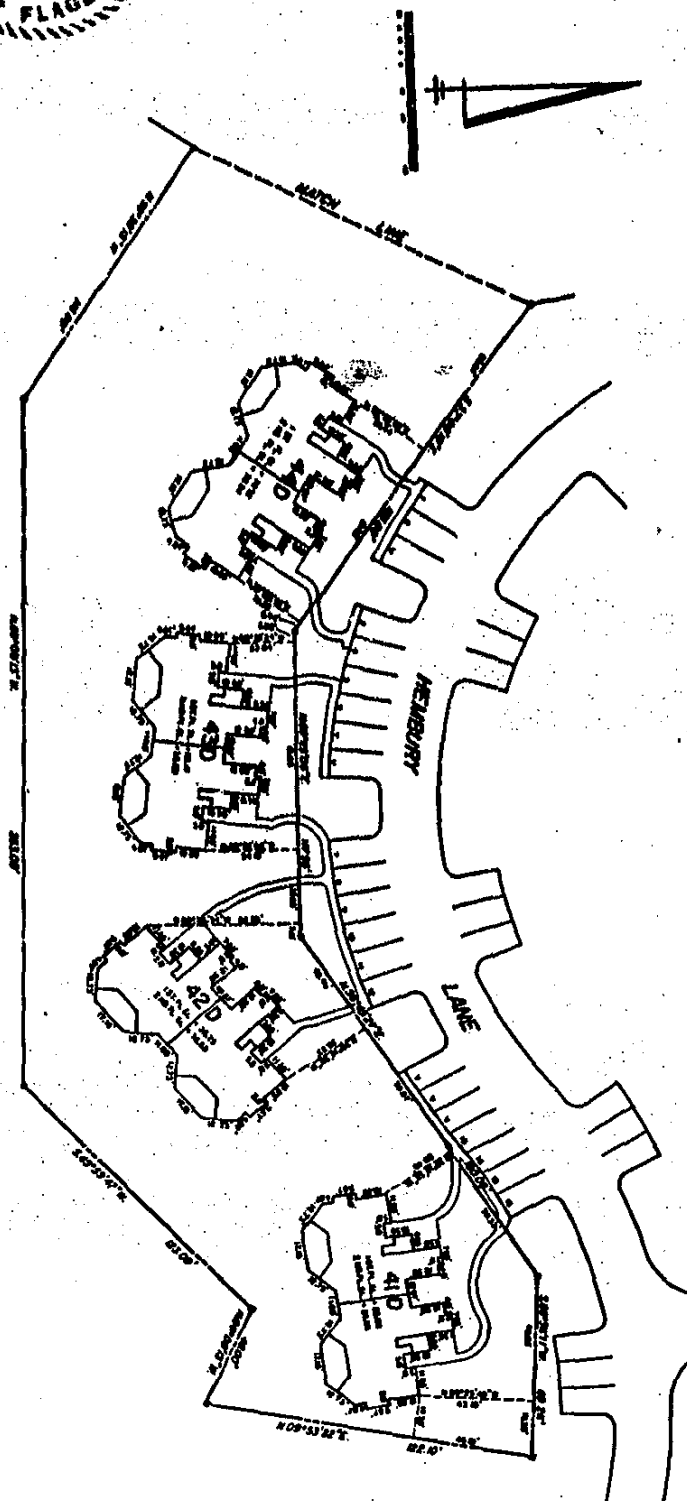
8614357
FILED IN 16
OR 80365 PAGE 0838



NOTICE TO THE PUBLIC: This is a true and correct copy of the original survey as filed with the Clerk of the Circuit Court, Flagler County, Florida, on the 16th day of June, 2016. The survey was prepared by the Surveyor General of the State of Florida, and is subject to the provisions of the Surveyors' Code of Ethics and the Surveyors' Rules and Regulations. The survey was prepared by the Surveyor General of the State of Florida, and is subject to the provisions of the Surveyors' Code of Ethics and the Surveyors' Rules and Regulations.

NOTICE TO THE PUBLIC: This is a true and correct copy of the original survey as filed with the Clerk of the Circuit Court, Flagler County, Florida, on the 16th day of June, 2016. The survey was prepared by the Surveyor General of the State of Florida, and is subject to the provisions of the Surveyors' Code of Ethics and the Surveyors' Rules and Regulations. The survey was prepared by the Surveyor General of the State of Florida, and is subject to the provisions of the Surveyors' Code of Ethics and the Surveyors' Rules and Regulations.

NOTICE TO THE PUBLIC: This is a true and correct copy of the original survey as filed with the Clerk of the Circuit Court, Flagler County, Florida, on the 16th day of June, 2016. The survey was prepared by the Surveyor General of the State of Florida, and is subject to the provisions of the Surveyors' Code of Ethics and the Surveyors' Rules and Regulations. The survey was prepared by the Surveyor General of the State of Florida, and is subject to the provisions of the Surveyors' Code of Ethics and the Surveyors' Rules and Regulations.



**RECORD SURVEY
EXHIBIT B-4
SURVEY OF
THE WOODHAVEN CONDOMINIUM
AT PALM COAST
PHASE-4**

REVISIONS	DATE	BY	DESCRIPTION
1	06/16/16	Surveyor	Original Survey
2	06/16/16	Surveyor	Original Survey
3	06/16/16	Surveyor	Original Survey
4	06/16/16	Surveyor	Original Survey
5	06/16/16	Surveyor	Original Survey
6	06/16/16	Surveyor	Original Survey
7	06/16/16	Surveyor	Original Survey
8	06/16/16	Surveyor	Original Survey
9	06/16/16	Surveyor	Original Survey
10	06/16/16	Surveyor	Original Survey

380-57 21-1
Chrg: JH

1-67-81
1000000000
Rev: 11 11 89

0384100150

RECEIVED
FEB 11 1991
FLORIDA DEPARTMENT OF
REVENUE

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THE WOODHAVEN CONDOMINIUM AT PALM COAST

THIS AMENDMENT to the Declaration of Condominium of THE WOODHAVEN CONDOMINIUM AT PALM COAST, made by PALM COAST CONSTRUCTION COMPANY, a Florida corporation, hereinafter referred to as "Developer", for itself, its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Developer executed on October 5, 1981 and recorded on October 7, 1981, in Official Records Book 177, at Pages 248-249 of the Public Records of Flagler County, Florida, the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, hereinafter referred to as "Declaration"; and,

WHEREAS, Articles III, VII and XXI of said Declaration allow the Developer to add one or more of the phases or a portion of said phases to the Condominium by an amendment or series of amendments without the consent of the Unit Owners, the Association, or any other party; and,

WHEREAS, the Developer has completed construction of Buildings 23, 24 and 25 of Phase II as depicted on Exhibit "B-2", and Building 36 of Phase III depicted on Exhibit "B-3" attached to the above described Declaration, to the extent that the surveyor may provide the necessary certification as required by Chapter 718, Florida Statutes; and

WHEREAS, pursuant to Articles III, VII and XXI of the said Declaration, the Developer now wishes to amend said Declaration to include the attached surveys of Phase II and Phase III.

NOW, THEREFORE,

1. The Developer, in consideration of the premises, does hereby amend the Declaration in accordance with their authority reserved unto the Developer in the Declaration; and the existing Exhibits "B-2" and "B-3" of the Declaration are hereby replaced by the surveys of Phase II and Phase III attached to the amendment and labeled Exhibit "B-2" and Exhibit "B-3", which are made a part hereof by reference and by reference made a part of the Declaration as Exhibit "B-2" and Exhibit "B-3".

2. This Amendment to the Declaration, when filed for record in the Public Records of Flagler County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the

same extent as though the matters set forth herein and in the Exhibits attached hereto had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 10th day of MARCH, 1989.

Signed, sealed and delivered in the presence of:

PALM COAST CONSTRUCTION COMPANY,
a Florida corporation

Robert D. DeVore

By: Robert D. DeVore
President

Victoria P. Gard

CORPORATE SEAL

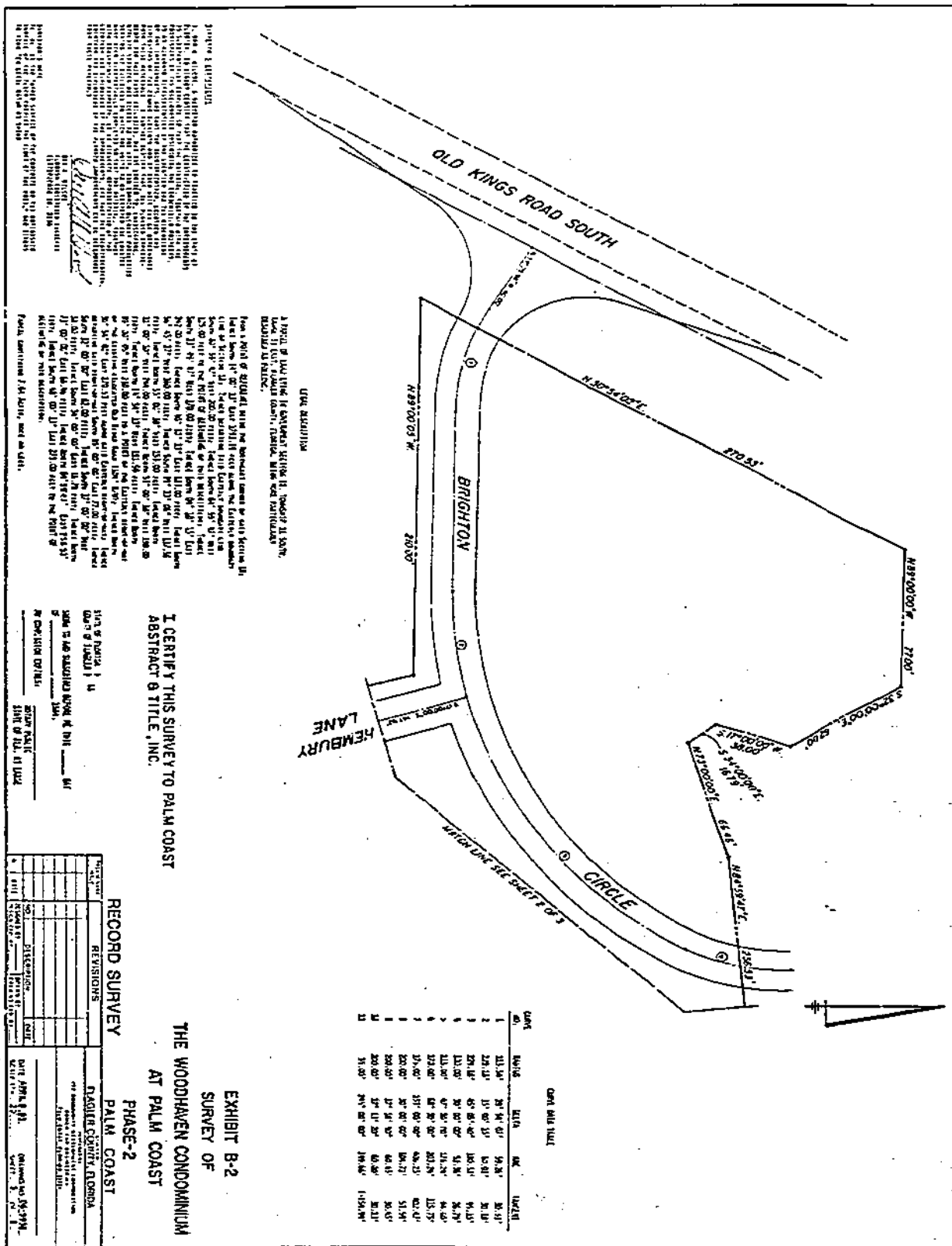
STATE OF FLORIDA)
COUNTY OF FLAGLER) SS

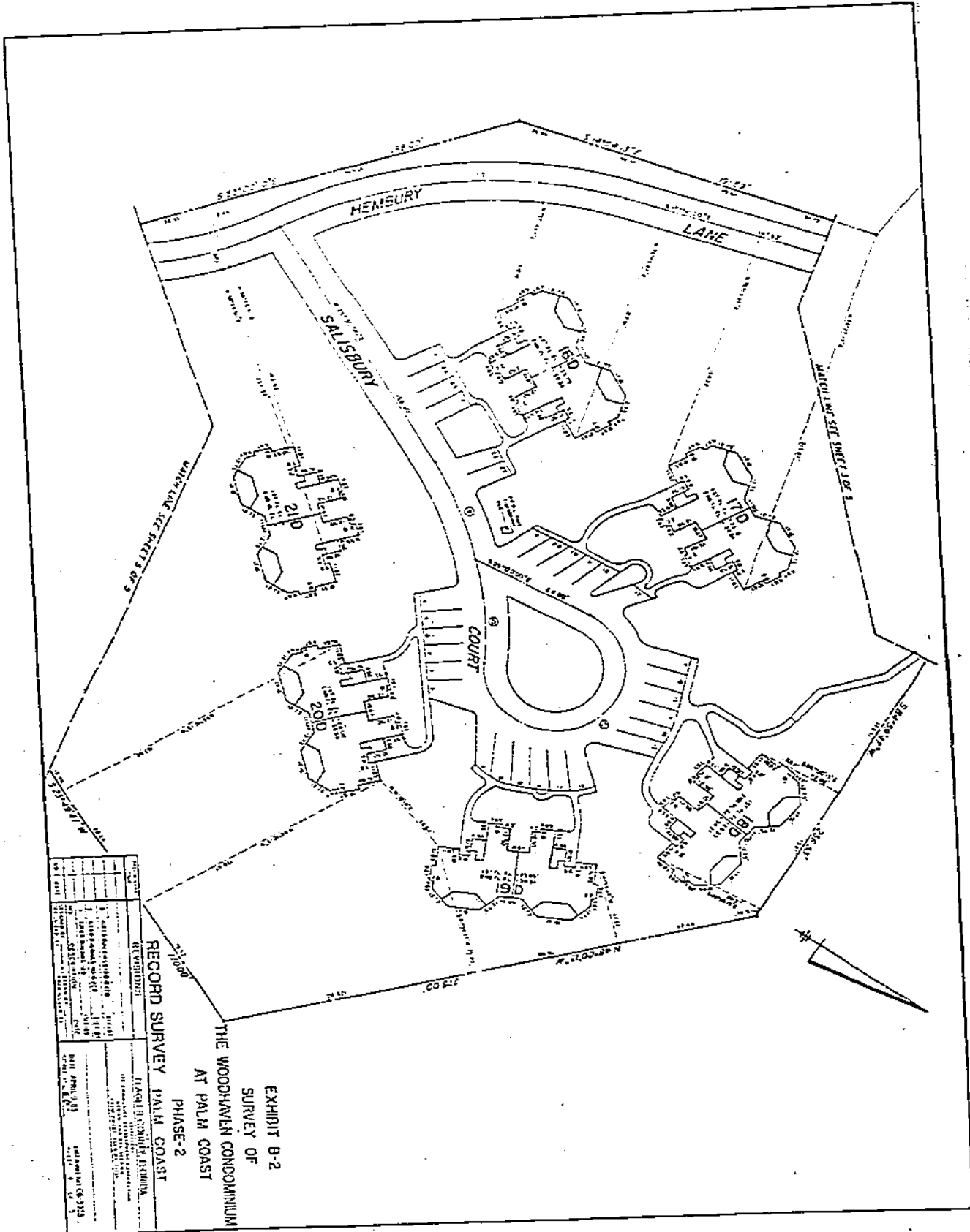
I, an officer authorized to take acknowledgments according to the laws of the State of Florida, do HEREBY CERTIFY that Robert D. DeVore, PRESIDENT of PALM COAST CONSTRUCTION COMPANY, a Florida corporation, this day personally appeared and acknowledged before me that he executed the foregoing Amendment to the Declaration of Condominium for THE WOODHAVEN CONDOMINIUM AT PALM COAST, and I further certify that I know the said person making said acknowledgment to be the individual described in and who executed the said Amendment.

WITNESS My hand and official seal, this 10th day of MARCH, 1989.

Victoria P. Gard
NOTARY PUBLIC

My Commission Expires:
Notary Public State of Florida
My Commission Expires June 1, 1992
Notary Public - State of Florida





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SHERBURY
COURT

WATCH LINE SEE SHEET 2 OF 2

~~HEMP~~

LANE

LEGAL DESCRIPTION
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 LAND IN 201, PUBLIC C
 DISTRICT IS FOLDED,

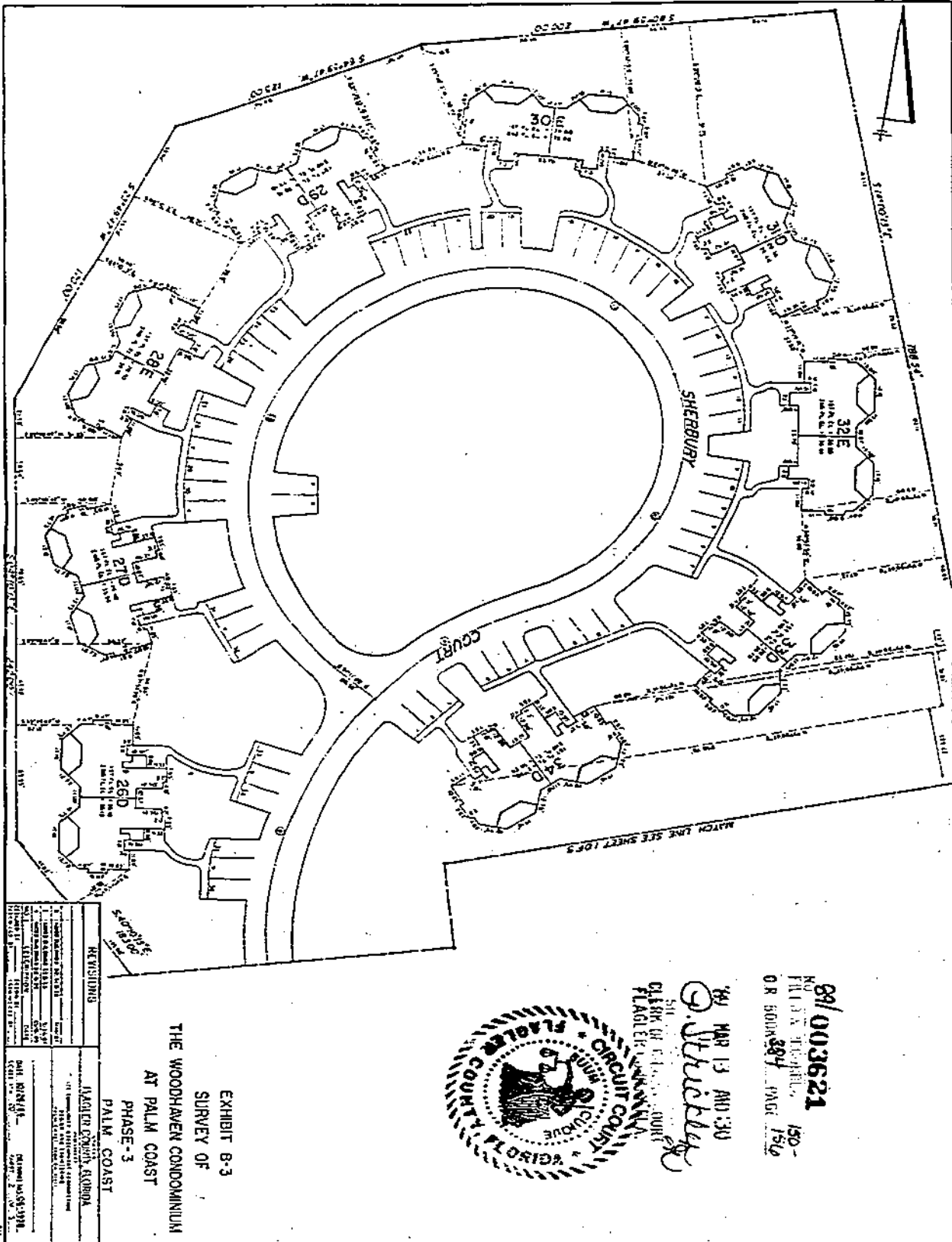
Leaflets containing 1/28 drops, used on 11/11.

[illegible]

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4	16.0	20	20	100.0	11.5	11.5
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10	4.0	20	20	100.0	11.5	11.5
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EXHIBIT B-3
SURVEY OF
THE WOODHAVEN CONDOMINIUM
AT PALM COAST

[illegible]



8/003621
 NO. 150-
 OR 500-150
 MAR 13 AND 130
 G. Stuckey
 CLERK OF COURT
 PALM BEACH COUNTY

REVISIONS	DATE	BY	DESCRIPTION
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2	03/13/20	AS	AS BUILT
3	03/13/20	AS	AS BUILT
4	03/13/20	AS	AS BUILT
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98	03/13/20	AS	AS BUILT
99	03/13/20	AS	AS BUILT
100	03/13/20	AS	AS BUILT

EXHIBIT B-3
 SURVEY OF
 THE WOODHAVEN CONDOMINIUM
 AT PALM COAST
 PHASE-3
 PALM COAST

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM,
ARTICLES OF INCORPORATION AND
BY-LAWS OF
WOODHAVEN CONDOMINIUM ASSOCIATION AT PALM COAST, INC.**

1. Amend the Declaration of Condominium as originally recorded in Official Record Book 177, Page 0248, Public Records of Flagler County, Florida by amending Article VII, Method of Amendment of Declaration. The present method of amendment authorizes two separate forms of amendment. The first form of amendment authorizes two separate forms of amendment. The first form of amendment requires the affirmative vote of voting members casting not less than three-fourths (3/4) of the total vote of the members of the Association. The Board of Directors proposes to change this provision and authorize general amendments by a vote of not less than sixty (60%) percent of the owners present either in person or by proxy at a duly called owners meeting and by a vote of a majority of the Board of Directors at a duly called board meeting. The second method of amendment authorizes certain technical changes or scrivener's errors or revisions by a unanimous vote of the full Board of Directors. The Board of Directors proposes these changes be authorized by a majority of the Board of Directors.

2. Amend the Articles of Incorporation of the Woodhaven Condominium at Palm Coast, Inc. as originally recorded at Official Record Book 177, page 0315, Public Records of Flagler County, Florida by amending paragraph 10, Amendment of Articles. The current Articles may be amended by approval of not less than sixty (60%) percent of all the Directors and not less than seventy-five (75%) percent of the members of the Association. The Board proposes to authorize an amendment to the Articles with the approval of not less than a majority of the Board of Directors at a duly called board meeting and fifty-one (51%) percent of the owners present either in person or by proxy at a duly called owners meeting.

3. Amend the By-Laws of The Woodhaven Condominium at Palm Coast, Inc. originally recorded at Official Record Book 177, page 0320, Public Records of Flagler County, Florida, by amending Article X, Amendment. Article X, Section 2 presently authorized a general amendment to the By-Laws if approved by not less than sixty (60%) percent of the Directors and by not less than seventy-five (75%) percent of all of the members of the Association entitled to vote. The Board of Directors proposes to authorize general amendments to the By-Laws by amending Section 2 to authorize approval by not less than a majority of the Directors at a duly called board meeting and by fifty-one (51%) of the owners present either in person or by proxy at a duly called owners meeting.

Inst No: 94014907 Date: 09/28/1994
BY: CROSBY, FLAGLER County
By: [Signature] D.C. Time: 09:39

RT: ITT
ATT: Bill Genovese
4984 Palm Coast Pkwy NW
Suite 7
Palm Coast, FL 32137

CERTIFICATION

WE, the Board of Directors of The Woodhaven Condominium Association at Palm Coast, Inc. certify that the Amendment to the Declaration of Condominium, for the Woodhaven Condominium Association at Palm Coast, Inc. has been submitted for vote in accordance with Florida Statutes and Article VII of the Declaration of Condominium and has passed by the requisite number of votes and is hereby adopted and is effective immediately this 27th day of July, 1994.

WE, the Board of Directors of The Woodhaven Condominium Association at Palm Coast, Inc. certify that the Amendment to the Articles of Incorporation for Woodhaven Condominium Association at Palm Coast, Inc. has been submitted for vote in accordance with Florida Statutes and Paragraph 10 of the Articles of Incorporation and has passed by the requisite number of votes and is hereby adopted and is effective immediately this 27th day of July, 1994.

WE, the Board of Directors of The Woodhaven Condominium Association at Palm Coast, Inc. certify that the Amendment to the By-laws of the Woodhaven Condominium Association at Palm Coast, Inc. has been submitted for vote in accordance with Florida Statutes and Article X of the By-Laws and has passed by the requisite number of votes and is hereby adopted and is effective immediately this 27th day of July, 1994.

Bruce Braunsch
President/Director

Allen Mayes
Vice President/Director

Linda D. Maher
Vice President/Director

Louis Reins
Vice President/Director

Edward F. DeWalt
Vice President/Director

Lea A. Storer
9/14/94



LEA A. STORER
MY COMMISSION # 00021196 EXPIRES
APR 14, 1995
BRANDT TRUST NOTARY SERVICE, INC.

RT: Palm Coast Property Management
296 Palm Coast Pk
Palm Coast, FL 32137

Inst No: 96015135 Date: 09/19/1996
SYD CROSBY, FLAGLER County

By: M. Stevens D.C. Time: 14:16:33 Page 1 of 2

OFF REC 0565 PAGE 1138

AMENDMENTS TO THE WOODHAVEN CONDOMINIUM ASSOCIATION,
INC. DECLARATION OF CONDOMINIUM AND THE BY-LAWS

Amendment to the fourth paragraph of Article X, titled Assessments, of the Declaration of Condominium:

Assessments shall be made for the calendar year, annually, in advance, on December 1st preceding the year for which assessments are made and such assessments shall constitute a lien for the total amount of all such annual assessments against the Unit for which assessment is made. Such assessments shall be due ~~in four quarterly installments on January 1st, April 1st, July 1st, and October 1st~~ in monthly installments on the first of each month of the year for which the assessments are made. Upon default by any Unit owner in the payment of such ~~quarterly~~ monthly installment within thirty (30) days after the due date thereof, the Association, at its option and without notice, shall be entitled to accelerate the payment of the balance of the ~~quarterly~~ monthly installment for the then-current assessment year.

Amendment to paragraph (a) of Section 4, titled Powers, of Article II of the By-Laws:

(a. to levy upon the members ~~quarterly~~ monthly or otherwise assessments as are necessary for anticipated current operating expenses of the Association. The Board of Administration may increase the ~~quarterly~~ monthly assessments or vote a special assessment in the excess of that amount, if required to meet any necessary additional expenses, but said increase can only be made in accord with Articles VI and X of the Declaration of Condominium and Article VII of these By-Laws.

Amendment to the fifth sub-paragraph of Paragraph A, titled Sale, or Rental, Mortgaging or Other Alienation of Condominium Units of Article XI of Declaration of Condominium:

The consent of the Board of Directors of the Association shall be in recordable form, signed by ~~two~~ (2) one (1) officers ~~officer~~ of the Association and delivered to the purchaser or lessee. Should the Board of Directors fail to act as herein set forth and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

Amendment to Paragraph H of Article XV, titled Use Restrictions, of the Declaration of Condominium:

H. Pets. The Condominium Association whether acting through its Board of Directors, or otherwise, shall not impose prohibitions on the keeping of pets in the Condominium Units providing that the pets so kept are the kind of animals, fish or birds usually kept as household pets. With respect to pets which require access to the outside, such as dogs and cats, the Condominium Association may prohibit the keeping of more than ~~two~~ one of such pets or ~~more than two of a combination thereof~~ in any individual Unit. The Association may also impose reasonable restrictions on when, where, and how such pets may be permitted upon the Common Elements of the Condominium Property. The limitation on the prohibition of pets contained in this Paragraph H shall not restrict nor prevent the Condominium Association from prohibiting or requiring the

removal of pets in individual cases where such pets are or become legal nuisances and unreasonably disturb the quiet enjoyment of the Condominium Property or Units by the Unit owners.

Amendment to Section 1, Number and Term, of Article II, titled Directors, of the By-Laws:
The number of directors which shall constitute the whole Board of Administration shall not be less than three (3) persons and may be increased from time to time by the members of the Board, provided the total number of members does not exceed seven (7). Each Director shall be elected to serve a term of two (2) years or until a successor shall be elected and shall qualify. The expiration of the two year term of the Directors shall be staggered in a manner which will allow a portion of the board to be elected each year at the annual meeting of the members. All Directors shall be a member of the Association.

Amendment to Paragraph B of Section 2, titled Annual Meeting, of Article V, titled Meetings of Membership, of the By-Laws:

B. Regular annual meetings, subsequent to the first annual meeting shall be held on the first Wednesday of ~~the same month~~ in the month of April of each year of the first annual meeting.

Certification

We, the Board of Directors of the Woodhaven Condominium Association, Inc., certify that this amendment to the Declaration of Condominium for the Woodhaven Condominium Association, Inc. has been submitted for vote in accordance with Florida Statutes and Articles XV of the Declaration of Condominium and has passed by the requisite number of votes and is hereby adopted and is effective immediately this 1st day of September, 1996.

Helen Mazes
Helen Mazes, President

Patricia A. Marcus
Witness
W. C. Illers
Witness

State of Florida ;
County of Flagler) ss.:
)

The foregoing instrument was acknowledged before me this 16TH Day of September, 1996 by HELEN MAZES, who is personally known to me, or who has produced, _____ as identification.



WILLIAM VINCENT GENOVESE
Notary Public, State of Florida
My Comm. Exp. Aug. 6, 1999
Comm. No. CC 438410

William V. Genovese
William V. Genovese
Notary Public, State of Florida

Prepared by and Return to:
Mark H. Jamieson, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

Inst No: 2003012928 Date: 03/06/2003
GAIL WADSWORTH, FLAGLER Co. Time: 15:54
Book: 904 Page: 1204 Total Pgs: 6

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REC 0904 PAGE 1204

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE WOODHAVEN CONDOMINIUM AT PALM COAST**

KNOW ALL MEN BY THESE PRESENTS:

That on this 5 day of MARCH, 2003, the undersigned, THE WOODHAVEN CONDOMINIUM AT PALM COAST, INC. (hereinafter the "Association"), pursuant to Florida Statute and the DECLARATION OF CONDOMINIUM OF THE WOODHAVEN CONDOMINIUM AT PALM COAST, recorded in Official Records Book 0177, Page 0248, *et seq.*, of the Public Records of Flagler County, Florida, as amended and supplemented (hereinafter referred to as the "Declaration"), hereby certifies that Amendment to the Declaration, which Amendment is attached hereto and by reference made a part hereof, was duly adopted on the 26th day of December, 2002. Said Amendment was approved pursuant to Article VII of the Declaration at a special meeting of the members.

The Association is a condominium association created pursuant to Chapter 718, Florida Statutes.

The Association conducted a special meeting of the members of the Association and passed the attached Amendment. Proper notice was given for the meeting (i.e., the meeting where said Amendment was passed) pursuant to the Bylaws of the Association by serving or mailing the notice to each member at least five (5) days prior to the meeting. Said Notice stated the purpose, time and place of the meeting.

At the meeting at which the Amendment was proposed and considered, said Amendment was approved by an affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total vote of the members of the Association and by a vote of a majority of the Board of Directors at a board meeting held on the 26th day of December, 2002. Proper notice was given for the meeting of the board (i.e., the meeting where said Amendment was passed) pursuant to the Bylaws of the Association. Said Notice stated the purpose, time and place of the meeting.

IN WITNESS HEREOF, THE WOODHAVEN CONDOMINIUM AT PALM COAST, INC., has caused these

presents to be executed in its name, this 5 day of MARCH, 2003.

Signed, sealed and delivered
in the presence of:

THE WOODHAVEN CONDOMINIUM AT
PALM COAST, INC

George Meyer
(Sign)

GEORGE MEYER
(Print)

Chris Johansson
(Sign)

CHRIS JOHANSSON
(Print)

Thomas Reina
(Sign)

THOMAS REINA
(Print)

Patricia Schade
(Sign)

PATRICIA SCHADE
(Print)

By: Michael Jackson
(Sign)

President, The Woodhaven Condominium
At Palm Coast, Inc.

Michael Jackson
(Print)

Attest: Patricia Schade
(Sign)

Patricia Shade

(Print)

Secretary, The Woodhaven Condominium
At Palm Coast, Inc.

Association Address:

P.O. Box 350792
Palm Coast, FL 32135

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing Certificate Of Amendment To The Declaration of Condominium of The Woodhaven Condominium At Palm Coast, Inc., was acknowledged before me this 5 day of MARCH, 2003, by Michael Jackson, as President of The Woodhaven Condominium At Palm Coast, Inc., a Florida not-for-profit corporation, on behalf of the not-for-profit corporation. He is personally known to me or has produced MILITARY ID (Type of identification) as identification.

Sandra M. Negrón
 (Name typed, printed or stamped)
 (Title or Rank)
 (Serial Number, if any)

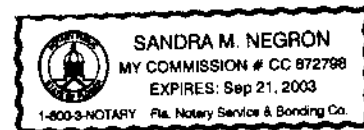


STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing Certificate Of Amendment To The Declaration of Condominium of The Woodhaven Condominium At Palm Coast, Inc., was acknowledged before me this 5 day of MARCH, 2003, by Patricia Shade, as Secretary of The Woodhaven Condominium At Palm Coast, Inc., a Florida not-for-profit corporation, on behalf of the not-for-profit corporation. She is personally known to me or has produced DRIVER'S ID (Type of identification) as identification.

Sandra M. Negrón
 (Name typed, printed or stamped)
 (Title or Rank)
 (Serial Number, if any)



**AMENDMENTS TO DECLARATION OF
CONDOMINIUM OF THE WOODHAVEN CONDOMINIUM AT PALM COAST**

The following amendment is made to Article VII, Section A to the Declaration Of Condominium Of The Woodhaven Condominium At Palm Coast, recorded in Official Record Book 177, Page 0248, *et seq.*, in the public records of Flagler County, Florida (hereinafter the "Declaration"). An Amendment To The Declaration Of Condominium, Articles of Incorporation And By-Laws Of Woodhaven Condominium Association at Palm Coast, Inc. recorded in Official Record Book 0520, page 0048, *et seq.*, in the public records of Flagler County, Florida (hereinafter the "Attempted Amendment") may be invalid due to technical or scrivener errors. To clarify the language in the Declaration and remove any ambiguity that the Attempted Amendment created, the Association has approved the deletion and revocation of any language in the Attempted Amendment pertaining to the Declaration. As the Attempted Amendment may be invalid, not only has the Association inserted and lined through the wording on the Attempted Amendment, but has reprinted Article VII, Section A of the Declaration, lined through the language being properly deleted therein and underlined the new added language. The deleted and revoked language in the Attempted Amendment is as follows: (Note that deletions are indicated by ~~strikeouts~~).

~~1. Amend the Declaration of Condominium as originally recorded in Official Record Book 177, Page 0248, Public Records of Flagler County, Florida by amending Article VII, Method of Amendment of Declaration. The present method of amendment authorizes two separate forms of amendment. The first form of amendment requires the affirmative vote of voting members casting not less than three-fourths (3/4) of the total vote of the members of the Association. The Board of Directors proposes to change this provision and~~

~~authorize general amendments by a vote of not less than sixty (60%) percent of the owners present either in person or by proxy at a duly called owners meeting and by a vote of a majority of the Board of Directors at a duly called board meeting. The second method of amendment authorizes certain technical changes or scrivener's errors or revisions by a unanimous vote of the full Board of Directors. The Board of Directors proposes these changes be authorized by a majority of the Board of Directors.~~

Further, in an effort to ensure compliance with Florida Statute § 718.110, and as the Attempted Amendment may be invalid, the Association approves an amendment to Article VII, Section A of the Declaration as follows: (Note that additions are indicated by underlining and deletions are indicated by ~~strikeouts~~).

- A. This Declaration may be amended by the affirmative vote of a majority of a quorum of the Unit Owners who are eligible to vote in person or by proxy, at a meeting of the Association duly called for this purpose. No more than one Unit Owner per unit shall be eligible to vote at any meeting. ~~at any regular or special meeting of the Unit owners of this Condominium called or convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total vote of the members of the Association.~~

All Amendments shall be recorded and certified, as required by the Condominium Act. Except as otherwise provided for in this Article VII, no Amendment shall change any Condominium Parcel, nor a Condominium Unit's proportionate share of the Common expenses or Common surplus, nor the voting rights appurtenant to any Unit, unless the

record owner or owners thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagees, nor change the provisions of this Declaration with respect to Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record. Nor shall the provisions of Article XII (Insurance) of this Declaration be changed without the written approval of all Unit Owners and of all record owners of mortgages. No Amendment shall change the rights and privileges of the Developer without the Developer's prior written approval.

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess, Esq.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

The area above this line is for recording purposes only.

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE WOODHAVEN CONDOMINIUM AT PALM COAST**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of THE WOODHAVEN CONDOMINIUM AT PALM COAST, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF CONDOMINIUM OF THE WOODHAVEN CONDOMINIUM AT PALM COAST, recorded in Official Records Book 177, Page 248, of the Public Records of Flagler County, Florida, as amended (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE WOODHAVEN CONDOMINIUM AT PALM COAST, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at the Annual Meeting of the members on the 7 day of April, 20 10 (hereinafter "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article VII of the Declaration, as amended, by the affirmative vote of a majority of a quorum of the Unit Owners who are eligible to vote in person or by proxy, at a meeting of the Association duly called for this purpose. Proper notice was given for the Meeting pursuant to the Bylaws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a condominium association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 13 day of April, 20 10.

Page 1 of 2

Signed, sealed and delivered
in the presence of:

[Signature]
(Sign - Witness 1)

DANIEL L BRAZZANO
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

MARC BELLAPIANITA
(Print - Witness 2)

[Signature]
(Sign - Witness 1)

DANIEL L BRAZZANO
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

MARC BELLAPIANITA
(Print - Witness 2)

STATE OF FLORIDA
COUNTY OF Flagler

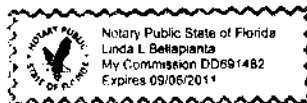
The foregoing was acknowledged before me this 13th day of April, 2010, by
JAMES MCNICHOLAS as President, and KATHLEEN WARNER as Secretary, of
THE WOODHAVEN CONDOMINIUM AT PALM COAST, INC., a Florida not for profit corporation, on
behalf of the corporation. They are personally known to me ☒ or have produced
as identification.

NOTARY PUBLIC

[Signature]
(sign)

LINDA L. BELLAPIANITA
(print)

(Notary Seal)
State of Florida at Large
My Commission Expires:



Page 2 of 2

THE WOODHAVEN CONDOMINIUM
AT PALM COAST, INC.

BY: *[Signature]*
(Sign)

JAMES F MCNICHOLAS
(Print)

President, The Woodhaven Condominium
at Palm Coast, Inc.

ATTEST:

[Signature]
(Sign)

KATHLEEN M. WARNER
(Print)

Secretary, The Woodhaven Condominium
at Palm Coast, Inc.

AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE WOODHAVEN CONDOMINIUM AT PALM COAST

The following amendment is made to Article XIX of the DECLARATION OF CONDOMINIUM OF THE WOODHAVEN CONDOMINIUM AT PALM COAST, recorded in Official Records Book 177, Page 248, *et. seq.*, of the Public Records of Flagler County, Florida (additions are indicated by underlining, deletions are indicated by ~~striketrough~~, and omitted but unaltered provisions are indicated by ellipses):

ARTICLE XIX COMPLIANCE AND ENFORCEMENT

Each Unit owner shall be governed by and shall comply with the terms of this Declaration of Condominium, the Articles of Incorporation, the By-Laws and Regulations and the Rules of the Association. Failure of the Unit owner so to comply shall entitle the Association and/or the other Unit owners to the relief set forth in the following sections of this Article, in addition to the remedies provided by the Condominium Act.

A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or willful act or that of any member of his family, guest, employee, agent, lessee, invitee or pet; but, he shall only be liable to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common elements, by the Unit owner.

In any proceeding arising because of an alleged failure of a Unit owner of the Association to comply with the terms of this Declaration, the Articles of Incorporation, By-Laws, Regulations or Rules of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including fees on appeal, as may be awarded by the Court.

Fines. In addition to all other remedies, the Association may impose a fine or fines upon a Unit Owner, tenant, guest, invitee or employee (for purposes of this section, these individuals may be referred to collectively or individually as "offending party") for failure of any offending party to comply with this Declaration, the Articles of Incorporation, the By-Laws, or any rule or regulation of the Association, or any amendments thereto, provided the following procedures are adhered to:

- (A) Notice. The Board of Directors shall notify the Unit Owner and any other offending party of the alleged infraction(s)/violation(s). Included in the notice shall be the date and time of a special hearing at which the alleged infraction(s) and the fine(s) therefor will be addressed. Such notice shall be provided to the Unit Owner and any other offending party at least fourteen (14) days prior to such hearing.
- (B) Committee Hearing. The hearing, as set forth above, shall be before a committee appointed by the Board of Directors of at least three(3) members of the Association who

are not board members nor persons residing in a board member's household (hereinafter referred to as the "Committee"). After said hearing, the Committee, by a majority vote, shall determine whether the alleged violation referenced in the notice to the Owner and any other offending party has occurred, and if so, recommend the amount of the fine(s) to be imposed. The Committee shall specifically have the right to fine any Owner for any violation(s) of any tenant, guest, invitee or employee of the Owner, even if the Association has chosen not to pursue a fine against, or Committee has chosen not to fine, any tenant, guest, invitee or employee of the Owner for said violation(s). The Committee shall prepare and submit their determinations and recommendations regarding the amount of the fine, if any, in writing to the Board of Directors within twenty-one (21) days of the hearing.

- (C) Board Determination. Upon receipt of the Committee's determinations and recommendations, the Board of Directors may adopt the same in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendation. In no event shall the Board of Directors impose a more stringent disciplinary action than that which is recommended by the Committee. The decision of the Board of Directors shall become effective upon it being reduced to writing and mailed or hand delivered to the Unit Owner or other offending party.
- (D) Limitation on Penalties. The Association may impose a fine against the Unit Owner or other offending party in an amount not to exceed \$100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1000.00 in the aggregate.
- (E) Collection of Fines. To the extent permitted by law, if a fine remains unpaid for fifteen (15) days after the decision of the Board of Directors becomes effective, the Association may treat the fine as an assessment against the Unit and may collect same in the same manner as is provided in this Declaration and by law for foreclosure of liens for non-payment of assessments.
- (F) Non-exclusive Remedy. These fines shall be not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.
- (G) Consistency with Governing Laws. It is the intent of this section to comply with Section 718.303(3), Florida Statutes (2009). If said statute is subsequently modified to be inconsistent with this section, the then applicable provisions of Section 718.303(3), Florida Statutes, are deemed to apply in place of any conflicting provision in this section.

The failure of the Association, the Developer or any Unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, By-Laws, or the Regulations or the Rules of the Association, shall not constitute a waiver of the right to do so thereafter.

...

This instrument prepared by/return to:
McCabe & Ronsman
James Roche, Esq.
111 Solana Rd., Ste. B
Ponte Vedra Beach, FL 32082

**CERTIFICATE OF AMENDMENT
OF THE
DECLARATION OF CONDOMINIUM OF THE WOODHAVEN CONDOMINIUM AT
PALM COAST**

THIS AMENDMENT to the Declaration of Condominium of the Woodhaven Condominium at Palm Coast, originally recorded at Book 177, Page 248 of the Official Records of Flagler County, Florida, is made by the undersigned directors of The Woodhaven Condominium at Palm Coast, Inc. ("Association"), who hereby certify that the following amendment was approved by a majority of a quorum of Unit Owners at an adjourned and continued meeting held on April 16, 2019. Except as expressly set forth below, all other provisions of the Declaration shall remain in full force and effect.

(Additions are indicated by underline; deletions are indicated by ~~striketrough~~)

ARTICLE XIV
MAINTENANCE, ALTERATION AND IMPROVEMENT

...

B. By the Association.

...

2. The Association, by action of its Board of Directors, may make ~~minor and insubstantial~~ non-material alterations and improvements to the Common elements, including recreational facilities, which do not have a cost in excess of Five Thousand (\$5,000.00) Dollars. ~~All other~~ Material alterations and improvements, and any alteration or improvement which has an associated cost exceeding Five Thousand (\$5,000.00) Dollars, must first be approved by ~~the owners of 75% of the Units and by the mortgagee holding the greatest number of mortgages on the mortgaged Units~~ the affirmative vote of a majority of a quorum of the Unit Owners who are eligible to vote in person or by proxy at a meeting of the Association. Alternatively, the proposed alteration or improvement may be approved by written consent in lieu of a meeting if the Association receives, by the date established by the Board, written consent forms approving the alteration or improvement signed by a sufficient number of Unit Owners eligible to vote which would constitute a majority of a quorum if a meeting were held. No alteration or improvement may be made to the Common elements which adversely affects the rights of the owner of any Unit to the enjoyment of his Unit or the Common elements, unless the owner and all mortgagees holding recorded mortgages on such Unit consent to thereto in writing. ~~If any alterations or improvements to the recreational facilities are made other than of a minor or insubstantial nature, then, in addition to aforesaid consent, the consent of the Developer, or its successor in title to the land described in Exhibit B hereto shall be obtained unless the subsequent phase or phases, as provided for in Article XXI, have been constructed and made a part of this Condominium, or the Developer's Rights thereunder have expired.~~

IN WITNESS WHEREOF, the undersigned directors of The Woodhaven Condominium at Palm Coast, Inc. have executed this certificate of amendment on this 1st day of May, 2019.

Witnesses

The Woodhaven Condominium at Palm Coast, Inc.

William R. Palmer
Signature of Witness 1

WILLIAM R. PALMER
Printed

Joyce N. Parker
Signature of Witness 2

JOYCE N. PARKER
Printed

James F. McNichols
President

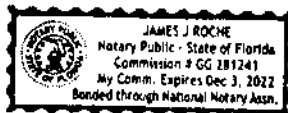
JAMES F. McNICHOLS
Printed

Joseph M. Cinesi
Secretary

JOSEPH M. CINESI
Printed

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 1st day of MAY, 2019, by JAMES F. McNichols, as President and by Joseph M. Cinesi, as Secretary of The Woodhaven Condominium at Palm Coast, Inc.



[Signature]
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: _____