

**DECLARATION OF CONDOMINIUM
FOR
TOWN HOMES AT OLEANDER CONDOMINIUM**

**I.
SUBMISSION STATEMENT**

MICHAEL MURPHY, being the owner of record of the fee simple title to the real property situate, lying and being in Volusia County, Florida, as more particularly described and set forth on "Exhibit A", attached hereto, hereby states and declares that said real property, together with the improvements thereon, is hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida and the provisions of said Act are hereby incorporated by reference herein, and does hereby file for record this Declaration of Condominium.

Definitions: As used in this Declaration of Condominium, Bylaws and Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

A. ASSOCIATION means TOWN HOMES AT OLEANDER CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, which entity is responsible for the operation of the condominium.

B. ASSESSMENT means a share of the funds required for the payment of Common Expenses which, from time to time, are assessed against the Unit Owners.

C. BOARD OF ADMINISTRATION or BOARD OF DIRECTORS means the representative body responsible for administration of the Association.

D. BYLAWS means the Bylaws of the Association, as they exist from time to time.

E. COMMON ELEMENTS means the portions of the condominium property not included in the Units. Common Elements shall also include any reference to common areas and shall include same.

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

G. COMMON SURPLUS means all receipts of the Association including, but not limited to, assessments, rents, profits and revenues with respect to the Common Elements, in excess of the amount of Common Expenses.

H. CONDOMINIUM means that form of ownership of real property under which units or improvements are subject to ownership by one or more owners, and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

I. CONDOMINIUM ACT means Florida Statutes Chapter 718 or its successor, as it may be amended from time to time.

J. CONDOMINIUM DOCUMENTS mean this Declaration, the Bylaws and all Exhibits annexed thereto, as the same may be amended from time to time.

K. CONDOMINIUM PARCEL or PARCEL means a Unit, together with the undivided share in the Common Elements which are appurtenant to the Unit.

L. CONDOMINIUM PROPERTY means and includes the land of the condominium, whether or not contiguous, and all improvements thereof, together with all easements and rights appurtenant thereto, intended for use in connection with the condominium.

M. CONDOMINIUM UNIT or UNIT is a Unit as defined in the Condominium Act, referring therein to each of the separate and identified units delineated in the survey attached to the Declaration of Condominium as Exhibit "B", and when the context permits, the Condominium Parcel includes such Unit, including its share of the Common Elements appurtenant thereto.

N. DEVELOPER means MICHAEL MURPHY, his 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, 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 of lender.

P. LIMITED COMMON ELEMENTS means those Common Elements which are reserved for the use of a certain Unit or Units, to the exclusion of all other Units, as specified herein.

Q. OCCUPANT means the person or persons, other than the Unit Owner, in possession of a Unit.

R. UNIT OWNER means the record title owner of a Condominium Parcel, as recorded in the Public Records of Volusia County, Florida.

S. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Florida Statutes Chapter 718 as of the date of this Declaration, and as may be amended from time to time.

II. NAME

The name by which this condominium is to be identified shall be TOWN HOMES AT OLEANDER CONDOMINIUM.

III. IDENTIFICATION OF UNITS

The Condominium Property consists of the land and related improvements as set forth in Exhibit "B", together with all designated Common Elements set forth on Exhibit "B". For purposes of identification, all Units located on the Condominium Property have been given identifying numbers and are delineated on Exhibit "B" hereto. No Unit bears the same identifying number as any other Unit. The aforesaid identifying number as to the Unit is also the identifying Unit as to the Condominium Parcel. Exhibit "B" also contains a survey of the land, graphic description of the improvements, a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the Common Elements and of each Unit. The legend and notes, if any, set forth on Exhibit "B" are incorporated herein and made a part hereof.

**IV.
OWNERSHIP OF COMMON ELEMENTS**

Each Unit of the Condominium shall have as an appurtenance thereto an undivided percentage interest in the Common Elements and Limited Common Elements, based on an equal fractional basis, as set forth in Exhibit "C" attached hereto and incorporated by reference herein.

The fee simple title to each Condominium Parcel shall include both the Condominium Unit and the above-described undivided interest in the Common Elements and Limited Common Elements; said undivided interest to be deemed to be automatically conveyed or encumbered with its respective Condominium Unit. Any attempt to separate the fee simple title to a Condominium Unit from the undivided interest appurtenant to each Unit shall be null and void.

**V.
MEMBERSHIP AND VOTING RIGHTS**

There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Association and such person shall be known and is hereafter referred to as the "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. If the Unit Owner is a corporation, partnership or holds in any form of representative capacity, one person shall be designated the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the Bylaws of the Association.

Each Owner shall be a member of the Association. Each owner or group of owners shall be entitled to one vote for each Unit owned, in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association. The vote of a Condominium Unit is not divisible. The total number of votes shall at all times be equal to the number of Units submitted to the condominium form of ownership under this Declaration. Membership in the Association shall terminate automatically upon termination of ownership of a Unit, and the subsequent owner(s) taking title shall automatically become entitled to membership.

VI. COMMON EXPENSE AND COMMON SURPLUS

The Common Expenses of the Condominium shall be shared equally by, between and among all Unit Owners in proportion to their interest in the Common Elements, as specified and set forth in Exhibit "C". Any Common Surplus of the Association shall be owned by each of the Unit Owners in the same percentage specified for sharing Common Expenses.

VII. RESTRICTION ON SALES

Whenever any Unit Owner intends to sell all or any interest in his Unit, that Unit Owner must notify the Association in writing of all terms and conditions of the *bona fide* proposed sale. The Association shall thereupon notify in writing all other Unit Owners, who shall have a first option to elect to match all of the terms and conditions of the proposed sale. A notice of election must be sent by the electing Unit Owner no later than

20 days from the date of the notice of the selling Unit Owner's interest to sell, by certified mail, return receipt requested, to the selling Unit Owner, which notice of election must (1) set forth the Unit Owner's election to match all terms and conditions of the initial offer and (2) include payment of any deposit required pursuant to the terms and conditions thereof. In the event more than one Unit Owner elects to match the terms and conditions, the earlier dated notice to elect shall prevail. In the event a Unit Owner conveys any or all interest in his Unit without complying with this Article, the conveyance or lease shall be null and void. Notwithstanding the foregoing, this provision shall not apply to any conveyance by the Developer.

VIII. METHOD OF AMENDMENT TO DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened in accordance with the Bylaws, by the affirmative vote of Voting Members casting not less than a majority of the total voting interests of the Association.

All amendments shall be recorded and certified as required by The Condominium Act. No amendment shall change any Condominium Parcel or a Condominium Unit's proportionate share of Common Expenses, of Common Surplus, percentage interest of Common Elements or the voting rights appurtenant to any Unit, unless the record owner thereof and all record owners of mortgages or other voluntarily placed liens thereof, shall join in the execution of the amendment. No amendment shall be effective which would

impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to Institutional Mortgagees of record, and the provisions of Article XII of this Declaration shall not be changed without the written approval of all Institutional Mortgagees of record.

No amendment shall change the rights and privileges of the Developer without the Developer's prior written approval.

Notwithstanding the foregoing provisions of this Article:

A. Developer reserves the right to make any changes it deems necessary to the Condominium Plat and/or this Declaration until such time as the Developer no longer has control of the Association. The amendment reflecting such changes need only be executed by the Developer, provided, however, that no such amendment changes the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, change the proportion or percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus, unless such amendment is also approved by the record Owner of the affected Unit, all record owners of liens on such affected Unit, and at least a majority of the total voting interests of the Association.

B. Developer, so long as it owns one (1) or more of the Condominium Units for sale in the ordinary course of business, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body, or in such manner as Developer may determine to be necessary to effect the purposes of the project,

provided such amendment shall not increase the proportionate interest of Common Expenses or decrease the ownership of Common Elements of Unit Owners.

IX BYLAWS

The operation of the Condominium Property shall be governed by the Bylaws of the Association which are attached hereto as Exhibit "D".

No modification of or amendment to the Bylaws of said Association shall be valid unless set forth in an amendment executed in the format required by Florida law and recorded in the Public Records of Volusia County, Florida. The Bylaws may be amended in the manner provided for therein but no amendment to said Bylaws shall be adopted which would impair the validity or priority of any recorded mortgage encumbering any Unit or which would change the provisions of the Bylaws with respect to Institutional Mortgagees of record. No amendment shall change the rights and privileges of the Developer without the Developer's written approval.

X. THE OPERATING ENTITY

The operating entity of the Condominium shall be the Association, which has been organized pursuant to The Condominium Act. The Association shall have all of the powers and duties set forth in The Condominium Act together with all powers and duties granted by this Declaration, the Bylaws and the Articles of Incorporation, a copy of said Articles of Incorporation being attached hereto as Exhibit "E".

Every owner of a Condominium Parcel, whether acquired by purchase, gift, conveyance or transfer by operation of law or otherwise, shall be bound by the Bylaws, Articles of Incorporation and this Declaration.

XI. 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. The procedure for determination of all such assessments shall be as set forth in the Bylaws and this Declaration.

The common expenses shall be assessed against each Unit Owner as set forth in Article VI of this Declaration.

Assessments, installments and/or maintenance fees which remain unpaid for a period of ten (10) days after any date due shall bear interest at the rate of eighteen (18%) percent per annum from the due date until paid. In addition, a late charge of Twenty-five (\$25.00) Dollars shall be due and payable at the discretion of the Board of Directors. Regular assessments shall be due and payable monthly on the first day of each month.

The Association shall have a lien upon each Condominium Unit for unpaid assessments, together with interest thereon, against the Unit Owner of such Condominium Unit. Reasonable attorneys' fees and costs incurred by the Association incident to the collection of assessments or the enforcement of such lien shall be secured by such lien. The

Board of Directors may take such action it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in the Association's best interest. Said lien shall be effective as and in the manner provided for in 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 and encompassed by the lien enforced.

XII. INSURANCE PROVISIONS

I. Insurance.

A. Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements and facilities on the Condominium Property, together with such other insurance as the Association deems necessary in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage shall be assessed against Unit Owners as part of the Common Expenses. The named insured shall be the Association, as agent for the owners, without naming them, and as agent for their mortgagees.

Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide

that payments by the insurer for losses thereunder shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and other expenses.

B. Coverage:

1. Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

- A. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.
- B. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the Condominium Property, including but not limited to vandalism and malicious mischief.
- C. Public liability in such amounts and with such coverage as shall be required by the Board of Directors, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability and endorsement to cover liabilities of the owners as a group to any Unit Owner.

2. Fidelity Insurance covering all persons who control or disburse Association funds, as required by the Condominium Act. The insurance policy must cover

the maximum funds that will be in the custody of the Association or its management agent at any one time.

3. Workmen's Compensation policy to meet the requirements of law.

4. Other. The Board of Directors may purchase, in amounts and under such terms as the Board of Directors determines, such other insurance as the Board of Directors deems reasonable or necessary, including but not limited to flood insurance.

C. Premiums: Premiums for insurance policies purchased by the Association shall be paid as a Common Expense.

D. Insurance Trustee; Shares of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board of Directors and which shall be any bank or trust company in Florida with trust powers. The Insurance Trustee shall not be liable for payment of premiums or for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

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

2. Condominium Units. Proceeds on account of damage to the Units shall be held in undivided shares for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

3. Mortgagees. In the event a mortgage endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution thereof made to the Unit Owner and mortgagees pursuant to the provisions of this Declaration.

E. Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

3. Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

F. Association as Agent: The Association is hereby irrevocably appointed agent for each Unit Owner and for each mortgagee or other holder of a lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of the claims.

G. Notice of Insurance Coverage: In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and Unit Owners, the Association will give notice of the exposure within a reasonable time to all persons who may be exposed to liability and they shall have the right to intervene and defend.

H. Inspection of Insurance Policy: A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner at reasonable times.

II. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair: If any part of the Condominium Property shall be damaged by casualty, it shall be reconstructed or repaired in the following manner unless the underlying land is damaged so extensively as to prohibit reconstruction or repair or the then existing government regulations prohibit reconstruction and/or repair of the buildings in substantially the same form, structure and location as before the casualty:

1. Common Elements. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired.

2. Condominium Units. If the damaged improvement is a building containing Condominium Units, the damaged property shall be reconstructed or repaired, unless within 60 days after the casualty it is affirmatively determined by agreement of a majority of Unit Owners that the Condominium shall be terminated.

B. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors and, if the damaged property is a building containing

Condominium Units, by not less than 75% of the total voting interests of Unit Owners, which approval shall not be unreasonably withheld.

C. Responsibility: If the damage is only 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. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs: Immediately after a determination is made that the damage to the property to be rebuilt or repaired is the Association's responsibility, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

E. Assessments: The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit Owners and apportioned according to their shares in the Common Elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements or to Units shall be in proportion to the Unit Owner's share in the Common Elements.

F. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, whether from proceeds of insurance or from assessments or both, shall be disbursed in payment of such costs in the following manner:

1. Association. If the total assessments as set forth herein are more than \$5,000.00, then the sums paid upon such assessments shall be deposited with the Insurance Trustee. In all other instances, the Association shall hold the sums paid upon such assessments and disburse the same in payment of costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected as a result of a casualty and the sums deposited with the Insurance Trustee from assessments by the Association shall constitute a construction fund which shall be disbursed in payment of costs of reconstruction and repair in the following manner:

A. Association - Lesser Damage - If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

B. Association - Major Damage - If the amount of the estimated costs of reconstruction and repair as aforesaid are more than \$5,000.00, then the construction fund shall be disbursed in the manner required by the Board of Directors and

upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

- C. Surplus - It shall be presumed that the first monies disbursed in payment of costs and reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair, such balance shall be distributed to the beneficial owners of the fund in the manner as elsewhere stated, provided no distribution shall be made to any mortgagee.

- D. Certificate - Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, or to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, or whether a disbursement is to be made from the construction fund, or to determine whether surplus funds to be distributed are less than the assessments paid by owners. Rather, the Insurance Trustee may rely upon a certificate of the Association signed by the President and Secretary as to any and all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is hereby required to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds

of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

XIII. USE AND OCCUPANCY

A. Residential Use: All Unit Owners shall occupy and use a Unit only as authorized by local zoning and governmental regulations. No Unit may be used as a commercial unit.

B. Prohibited Acts: The Unit Owner shall not permit or suffer anything to be done or kept in a Unit which will increase the rate of insurance for the Condominium Property or which will obstruct or interfere with the rights of other owners or annoy them by unreasonable activity or otherwise. Unit Owners shall not commit or permit any nuisance, immoral or illegal acts in or about the Condominium Property.

C. Restrictions on Alterations: No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of a Unit, the Limited Common Elements or the Common Elements or shall cause any type of ground coverage to be installed or shall grow any type of plant, shrubbery, flower, vine or grass outside a Unit or shall cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Unit, Limited Common Elements or Common Elements. A Unit Owner shall not place any furniture or equipment outside a Unit except with the prior written consent of the Board of Directors.

D. Common Elements: No person shall use the Common Elements, Limited Common Elements, or any part thereof, a Condominium Unit or the Condominium Property, or any part thereof, in any manner contrary to the Rules and Regulations promulgated by the Board of Directors.

XIV. MAINTENANCE AND ALTERATIONS

- A. Responsibility for the maintenance of the Units shall be as follows:
1. By the Association: The Association shall maintain, repair and replace at the Association's expense:
 - (a) All boundary wall and boundary slabs of a Unit, except interior surfaces; all portions of a Unit contributing to the support of the building, which portions to be maintained shall include but not be limited to the outside walls of Units, load-bearing walls columns and load-bearing walls.
 - (b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained within a Unit which service more than one Unit.
 2. By the Unit Owner: The Unit Owner shall maintain, repair and replace at the Unit Owner's expense:
 - (a) All portions of his Unit except the portions to be maintained, repaired and replaced by the Association, including but not limited to the following items: windows; screeds, sliding glass doors, air conditioning and heating units (including any portion located outside of the Unit or on the roof); appliances, interior fixtures such as electrical and plumbing fixtures, floor coverings, except floor slabs, and inside paint and other inside wall finishes.

B. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements, and all property not required to be maintained, repaired or replaced by a Unit Owner. Notwithstanding a Unit Owner's duty of maintenance, repair, replacement and the other responsibilities as to his Unit, the Association may enter into an agreement with such firms or companies as it may determine to provide services and/or maintenance for and on behalf of the Unit Owners for such services and maintenance as the Association deems advisable and for such period of time and on such basis as it determines. These agreements shall be on behalf of all Unit Owners and the assessment due from each Unit Owner for Common Expenses shall be increased by such sums as under the circumstances they bear in relation to the charges for said maintenance and services. The aforesaid cost shall be deemed to be a Common Expense.

C. The Board of Directors may enter into a contract with any firm, person or corporation or may join with any other community association or other entity in contracting for the management, maintenance or repair of the Condominium Property or for shared use of any portion of the Condominium Property.

D. Each Unit Owner agrees as follows:

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

2. Not to make or cause to be made any structural addition, alterations, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building whether within a Unit or part of the Limited Common Elements without the prior written consent of the Board of Directors.

3. To permit the Board of Directors or any agent of the Board of Directors to enter into any Unit for the maintenance, inspection, repair, replacement of the improvements of the Limited Common Elements or the Common Elements or to determine, in the event of an emergency, circumstances threatening any Unit, the Limited Common Elements.

4. To show no signs, advertisements or notices of any type on the Common Elements, Limited Common Elements or within a Unit, and to erect no exterior antenna or aerials, except as authorized by the Board of Directors or permitted by law.

E. In the event a Unit Owner fails to maintain the Unit and Limited Common Elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to obtain an injunction to require compliance with the provisions hereof. In addition thereto, the Association shall have the right to levy a charge against a Unit Owner for such necessary sums (not to exceed the maximum amount permitted by Florida Statutes) to remove any unauthorized addition or alteration and to

restore the property to good condition and repair. Said charge shall have the same force and effect as all other charges authorized herein.

F. The Association shall determine the exterior color scheme of the building and all exterior and interior color schemes of the Common Elements and shall be responsible for the maintenance thereof. No Unit Owner shall paint an exterior wall, door, window or any exterior surface or replace anything thereon or affixed thereto without the prior written consent of the Board of Directors.

XV. LIMITED COMMON ELEMENTS

Those areas reserved for the use of a certain Unit Owner to the exclusion of other owners are designated as Limited Common Elements and are shown and located on the exhibits attached hereto as Exhibit "B". Any expense for 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 except that each Unit Owner shall be responsible for the maintenance, repair and replacement of the patio which is appurtenant to his Unit.

One or more parking spaces may be assigned to a Condominium Unit as a Limited Common Element. Such parking spaces shall be initially assigned by the Developer. Any parking spaces that have not been assigned by the time of turnover of the Condominium from the Developer to the Association will become part of the Common Elements and will

become the property of the Association. The Association may promulgate rules and regulations regarding the transfer of parking spaces among Unit Owners.

XVI. TERMINATION

A. If the required number of Unit Owners and holders of all liens and mortgages affecting any of the Condominium Units execute and duly record an instrument terminating the Condominium or if a casualty loss had occurred as defined in the insurance clauses herein above and the Unit Owners have complied with all provisions of Article XII, said property shall be deemed to be subject to termination and thereafter owned as tenants in common by all owners. The undivided interest in the property owned in common by each Unit Owner shall be the same as the percentage of the undivided interest owned by such Owner in the Common Elements upon termination of the condominium.

B. The Board of Directors shall have the authority to call a meeting of all Unit Owners for the purpose of consideration of termination of the Condominium. A quorum at such meeting shall be a majority of the total outstanding votes of all Unit Owners. The Condominium shall be terminated upon an affirmative vote of at least seventy-five (75%) percent of the total voting interests and one hundred (100%) percent of all then duly recorded mortgage holders. Upon the necessary approvals, a Certificate of Termination, executed by the President and Secretary of the Association, shall be recorded in the Public Records of Volusia County, Florida, and the Condominium shall thereupon be terminated

XVII.
MISCELLANEOUS

A. A Unit Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding a Condominium Unit. A Unit Owner shall not be deemed to own pipes, wires, conduits or other utility lines running through any Condominium Unit which lines are utilized for or serve more than one Condominium Unit and which items are hereby made a part of the Common Elements. A Unit Owner, however, shall be deemed to own the walls and partitions which are contained inside his Condominium Unit and shall also be deemed to own the inner-decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

B. Unit Owners agree that if any portion of a Condominium Unit, Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event the Condominium Property is partially or totally destroyed and then rebuilt, Unit Owners agree that encroachments onto any portion of the Common Elements or Limited Common Elements or Condominium Units, as a result of construction, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. No Unit Owner may exempt himself from liability for his percentage share of the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his ownership interest.

D. If required, each Unit Owner shall return the same for the purposes of *ad valorem* taxes with the Property Appraiser of Volusia County, or with such other legally authorized government officer or authority having jurisdiction. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by any taxing authority from the valuation herein prescribed. Each Unit Owner shall pay *ad valorem* taxes and special assessments as may be assessed from time to time.

E. All provisions of this Declaration and exhibits attached hereto, shall be construed as covenants running with the land, and of every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto, and every Unit Owner or other occupant of the property, or any part therefor, or of any interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration and the exhibits.

F. If any of the provisions of this Declaration, the Bylaws, the Articles of Incorporation or The Condominium Act, in any circumstance, is or are held invalid, the validity of the remainder of the Declaration, Bylaws, Articles of Incorporation or The Condominium Act shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, they may be sent to owners either personally or by mail, addressed to the location on file with the Association. Proof of such mailing or personal delivery by the Association shall be presented by

affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association or to any member of the Board of Directors. The change of the mailing address of any party as specified herein shall not require an amendment to this Declaration.

Notices to the Developer shall be delivered by mail to 437 N. Oleander Avenue, Daytona Beach, Florida 32118.

All notices shall be deemed considered sent when mailed. Any party may change his mailing address by written notice with receipt therefor. Notices required to be given to the personal representatives of a deceased owner or devisee may be delivered either personally or by mail to such party at his address appearing in the records of the Court wherein the estate of such deceased owner is being administered.

H. Each Unit Owner and the Association shall be governed by and shall comply with this Declaration, the Bylaws, the Articles of Incorporation and The Condominium Act. Failure to so comply shall entitle the Association or any Unit Owner to recover sums due for damages or to injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association in a proper case by or against one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

I. 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 plural shall

include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

J. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration.

K. Where an Institutional First Mortgagee, by some circumstance, fails to be a first mortgagee, but it is evident that it is intended to be a first mortgagee, it shall for the purpose of this Declaration be deemed to be an Institutional First Mortgagee.

L. Subject to the provisions of The Condominium Act and Florida Statutes Chapter 718, the Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents, except as specifically set forth in Florida Statutes Section 718.618(6), or its successor, and no person shall rely upon any warranty or representation not so specifically made herein unless otherwise stated. Maintenance fees, Common Expenses, taxes or other charges are estimates only and no warranty, guaranty or representation is made or intended and one may not be relied upon, other than as expressly set forth herein or as exhibited hereto.

M. The Association, by execution of this Declaration, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and exhibits attached hereto. All Unit Owners, by virtue of their acceptance of a deed of conveyance to their respective 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.

N. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservations, all matters of record and the rights of the United States of America, the State of Florida or any government authority or agency as to applicable zoning ordinances now existing or which may hereafter exist, easements for utility service and drainage now existing or hereafter granted by Developer, and the Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be so empowered to grant such easements on behalf of its members. During the period of time the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to easements not structurally weakening the buildings and improvements upon the Condominium Property or unreasonably interfering with the enjoyment of the Common Elements.

O. In order to insure adequate and uniform water service and sewage disposal service, the Developer shall and hereby reserves the exclusive right to contract for the utility servicing of the Condominium. Pursuant to the foregoing, the Developer has, will or may contract with a utility company which may include a municipal or government agency or authority for the furnishing of said services and all Unit Owners agree to pay the

charges therefor pursuant to and to comply with all of the terms and conditions of the utility agreement, if any.

P. Notwithstanding the fact that the present provisions of The Condominium Act are incorporated by reference herein, the provisions of this Declaration shall be paramount to The Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated herein.

Q. Leasing or renting of a Condominium Unit is not prohibited.

R. Unit Owners and anyone acting by, through or under them shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their Units over any stairs, walkways, sidewalks, parking lot and other Common Elements.

S. All Unit Owners shall have an easement for ingress and egress over such streets, walks and other rights-of-way serving the Units within the Condominium as part of the Common Elements as may be necessary to provide reasonable access to said public ways, and such easement shall extend to the invitees and licensees of Unit Owners.

T. Each Unit Owner agrees that TOWN HOMES AT OLEANDER CONDOMINIUM ASSOCIATION, INC., shall be his agent for services of process and notice in all proceedings instituted by the County of Volusia including, but not limited to, rezoning and condemnation.

U. No timeshare estates may be created in the Condominium.

XVIII.
VIOLATIONS OF RULES AND REGULATIONS

Pursuant to Florida Statutes, in the event any Unit Owner, his family, guests, invitees, lessees or licensees violates any provision of this Declaration, the Bylaws or the Rules and Regulations as may be adopted from time to time, a reasonable fine may be levied against the Unit Owner, provided said fine shall not become a lien unless so permitted by Florida Statutes. No such fine may exceed the monetary limitations established by Florida law and may only be levied after the Unit Owner has received reasonable notice and an opportunity for a hearing before a committee of other Unit Owners, pursuant to the Condominium Act.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, MICHAEL MURPHY has caused these presents to be signed in his name this _____ day of _____, 2006.

Signed, sealed and delivered in the presence of:

DEVELOPER

Michael Murphy

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Michael Murphy, who is personally known to me or has produced _____ as identification.

Notary Public
Title or Rank

Notary Signature

Commission Number

Notary Name Printed

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, TOWN HOMES AT OLEANDER CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by provisions of the Declaration of Condominium and the Exhibits attached thereto.

IN WITNESS WHEREOF, the above-described corporation, a Florida not-for-profit corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed, this _____ day of _____, 2006.

Signed, sealed and delivered
in the presence of :

TOWN HOMES AT OLEANDER
CONDOMINIUM ASSOCIATION, INC.
a Florida not-for-profit corporation

By _____
Michael Murphy, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Michael Murphy, President of Town Homes at Oleander Condominium Association, Inc., a Florida not-for-profit corporation who is personally known to me or has produced _____ as identification.

Notary Public
Title or Rank

Notary Signature

Commission Number
My Commission expires:

Notary Name Printed

CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM FOR
550 SEABREEZE CONDOMINIUM

THIS CONSENT is given as of the ____ day of _____, 2006 by Stanley A. Sylvain, as Trustee of the Stanley A. Sylvain Revocable Trust dated 6/26/00 and William C. Beacham, as Trustee of the William C. Beacham Revocable Trust dated 6/26/00 ("Mortgagee"), being the owner and holder of that certain mortgage made by Michael Murphy ("Mortgagor"), dated March 1, 2006 and recorded in Official Records Book 5783, Page 3564, Public Records of Volusia County, Florida as has been or may be amended from time to time, ("Mortgage").

WHEREAS, Developer has requested Mortgagee to consent to the recording of the Declaration of Town Homes at Oleander Condominium (the "Declaration").

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration.

Mortgagee makes no warranty or representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Town Homes at Oleander Condominium (the "Condominium"), and does not assume and shall not be responsible for any obligations or liabilities of the Developer contained in the Declaration or the prospectus, if any, or other documents issued in connection with the promotion of the Condominium. None of the representations contained in the prospectus, if any, or other documents shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligation on the Mortgagee to any person relying thereon. This consent is limited to the purposes and requirements of Sections 718.104 and 718.403, Florida Statutes, and does not affect or impair the rights and remedies of the Mortgagee as set forth in the Mortgage or in the Declaration.

(Signature on following page)

Signed, sealed and delivered
in the presence of:

Stanley A. Sylvain, Trustee of the Stanley
A. Sylvain Revocable Trust dated 6/26/00

William C. Beacham, Trustee of the William
C. Beacham Revocable Trust dated 6/26/00

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of
_____, 2006, by Stanley A. Sylvain, as Trustee who is ___ personally
known to me or ___ has produced _____ as
identification.

Notary Public

Title or Rank

Notary Signature

Name Printed:

Commission Number:

My Commission expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of
_____, 2006, by William C. Beacham, as Trustee who is ___ personally
known to me or has ___ produced _____ as
identification.

Notary Public

Title or Rank

Notary Signature

Name Printed:

Commission Number:

My Commission expires: