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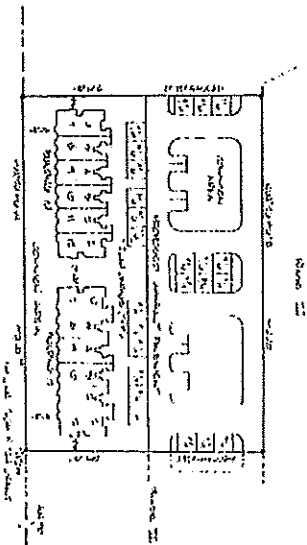
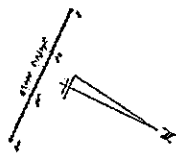
BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

(SHEETS 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)

BAYMEADOWS AT TOMOKA OAKS  
CONDOMINIUM  
PHASE II

SECTION 1  
1/16/2018

SECTION 2  
1/16/2018



SHEET 10 OF 20

(SHEETS 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)

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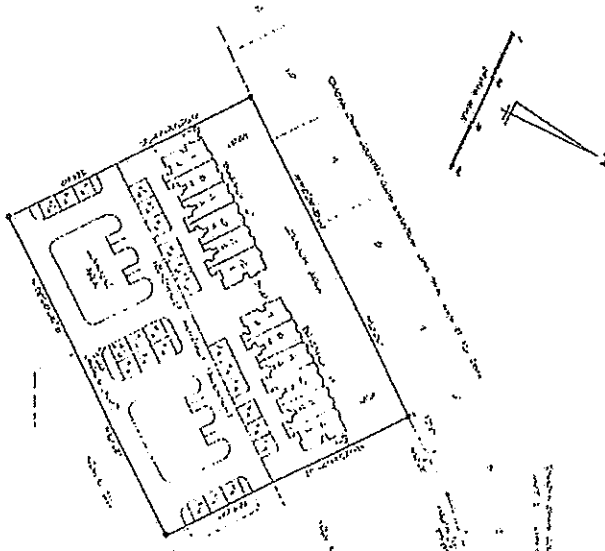
BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

(SHEETS 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)

BAYMEADOWS AT TOMOKA OAKS  
CONDOMINIUM  
PHASE III

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- 1. MEETING ROOMS AND STORAGE AND CHANGE OUT OFFICE.
- 2. MEETING ROOMS AND STORAGE AND CHANGE OUT OFFICE.
- 3. MEETING ROOMS AND STORAGE AND CHANGE OUT OFFICE.
- 4. MEETING ROOMS AND STORAGE AND CHANGE OUT OFFICE.
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- 18. MEETING ROOMS AND STORAGE AND CHANGE OUT OFFICE.
- 19. MEETING ROOMS AND STORAGE AND CHANGE OUT OFFICE.
- 20. MEETING ROOMS AND STORAGE AND CHANGE OUT OFFICE.



SHEET 10 OF 10

(SHEETS 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)

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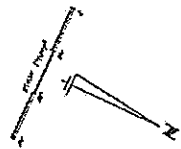
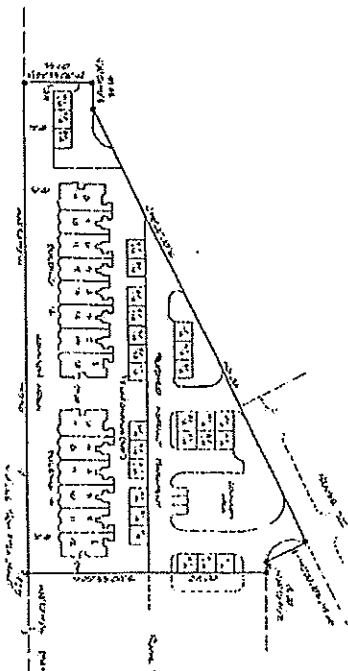
BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

(SHEETS 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)

BAYMEADOWS AT TOMOKA OAKS  
CONDOMINIUM  
PHASE VII

THIS PLAN IS A PRELIMINARY PLAN FOR THE CONDOMINIUM PHASE VII OF THE BAYMEADOWS AT TOMOKA OAKS CONDOMINIUM. IT IS SUBJECT TO THE APPROVAL OF THE FLORIDA DEPARTMENT OF REVENUE AND THE FLORIDA DEPARTMENT OF COMMUNITY DEVELOPMENT. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

- NOTES:
1. OWNER SHALL PROVIDE ALL UTILITIES TO THE BUILDING.
  2. OWNER SHALL PROVIDE ALL UTILITIES TO THE BUILDING.
  3. OWNER SHALL PROVIDE ALL UTILITIES TO THE BUILDING.
  4. OWNER SHALL PROVIDE ALL UTILITIES TO THE BUILDING.
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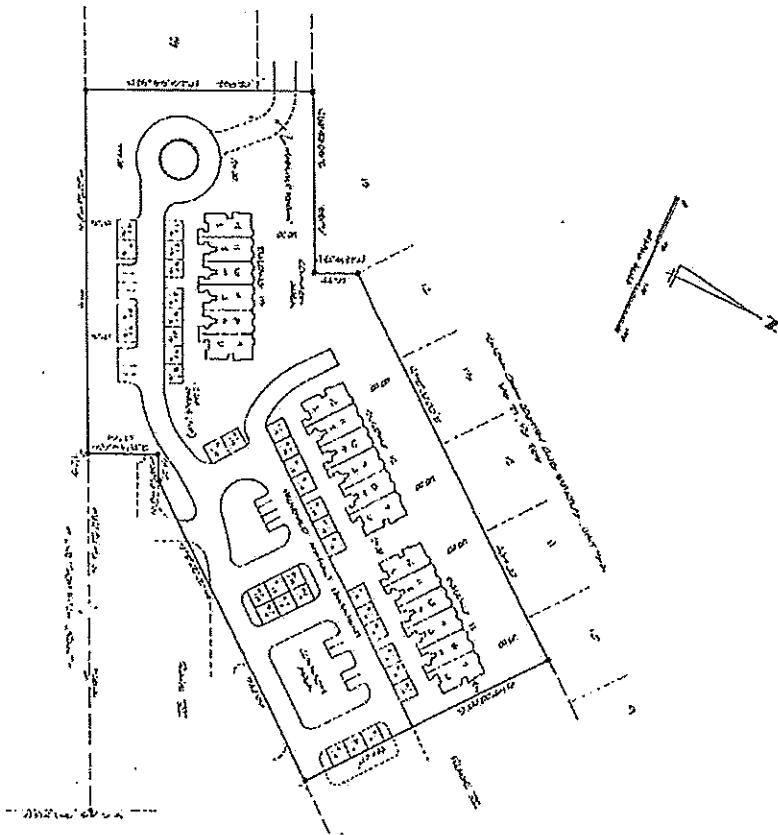
SHEET 8 OF 20

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VOLUSIA COUNTY  
FLORIDA

(SHEETS 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)



**BAYMEADOWS AT TOMOKA OAKS  
CONDOMINIUM  
PHASE VIII**

ALL RIGHTS RESERVED BY THE DEVELOPER. THIS PLAN IS THE PROPERTY OF THE DEVELOPER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DEVELOPER. THE DEVELOPER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE DEVELOPER'S OFFICE IS LOCATED AT 10000 W. UNIVERSITY BLVD., SUITE 100, BOCA RATON, FLORIDA 33433. THE DEVELOPER'S PHONE NUMBER IS (561) 995-1234. THE DEVELOPER'S FAX NUMBER IS (561) 995-1235. THE DEVELOPER'S WEBSITE IS WWW.BAYMEADOWS.COM. THE DEVELOPER'S E-MAIL ADDRESS IS SALES@BAYMEADOWS.COM. THE DEVELOPER'S LEGAL COUNSEL IS JAMES M. SMITH, ESQ., 10000 W. UNIVERSITY BLVD., SUITE 100, BOCA RATON, FLORIDA 33433. THE DEVELOPER'S LEGAL COUNSEL'S PHONE NUMBER IS (561) 995-1234. THE DEVELOPER'S LEGAL COUNSEL'S FAX NUMBER IS (561) 995-1235. THE DEVELOPER'S LEGAL COUNSEL'S WEBSITE IS WWW.JAMESMSMITH.COM. THE DEVELOPER'S LEGAL COUNSEL'S E-MAIL ADDRESS IS JSMITH@JAMESMSMITH.COM.

- NOTES:
1. ALL RIGHTS RESERVED BY THE DEVELOPER. THIS PLAN IS THE PROPERTY OF THE DEVELOPER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DEVELOPER.
  2. THE DEVELOPER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.
  3. THE DEVELOPER'S OFFICE IS LOCATED AT 10000 W. UNIVERSITY BLVD., SUITE 100, BOCA RATON, FLORIDA 33433.
  4. THE DEVELOPER'S PHONE NUMBER IS (561) 995-1234.
  5. THE DEVELOPER'S FAX NUMBER IS (561) 995-1235.
  6. THE DEVELOPER'S WEBSITE IS WWW.BAYMEADOWS.COM.
  7. THE DEVELOPER'S E-MAIL ADDRESS IS SALES@BAYMEADOWS.COM.
  8. THE DEVELOPER'S LEGAL COUNSEL IS JAMES M. SMITH, ESQ., 10000 W. UNIVERSITY BLVD., SUITE 100, BOCA RATON, FLORIDA 33433.
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  11. THE DEVELOPER'S LEGAL COUNSEL'S WEBSITE IS WWW.JAMESMSMITH.COM.
  12. THE DEVELOPER'S LEGAL COUNSEL'S E-MAIL ADDRESS IS JSMITH@JAMESMSMITH.COM.

SHEET 9 OF 20

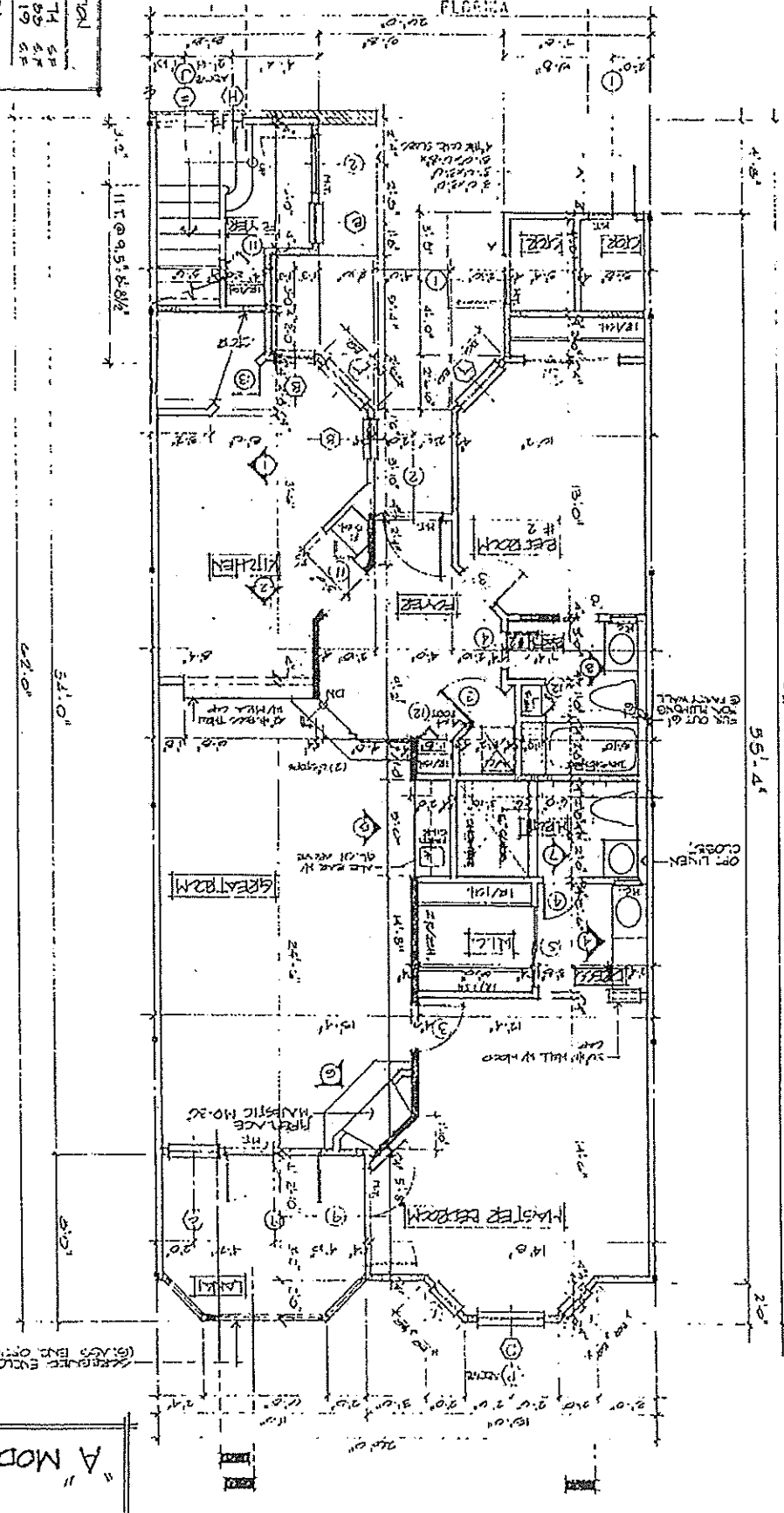
(SHEETS 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)

(SHEET 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 27751827 138 THROUGH 141)

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VOLUSIA COUNTY  
FLORIDA

AREA	PERMITS
LIVING	1174
KITCHEN	85
BED	87
BATH	88
STAIRS	89
TRAIL	1281
OP	OP

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BAYMEADOWS AT TOMOKA OAKS  
CONDOMINIUM

SHEET 10 OF 20

"A" MODEL

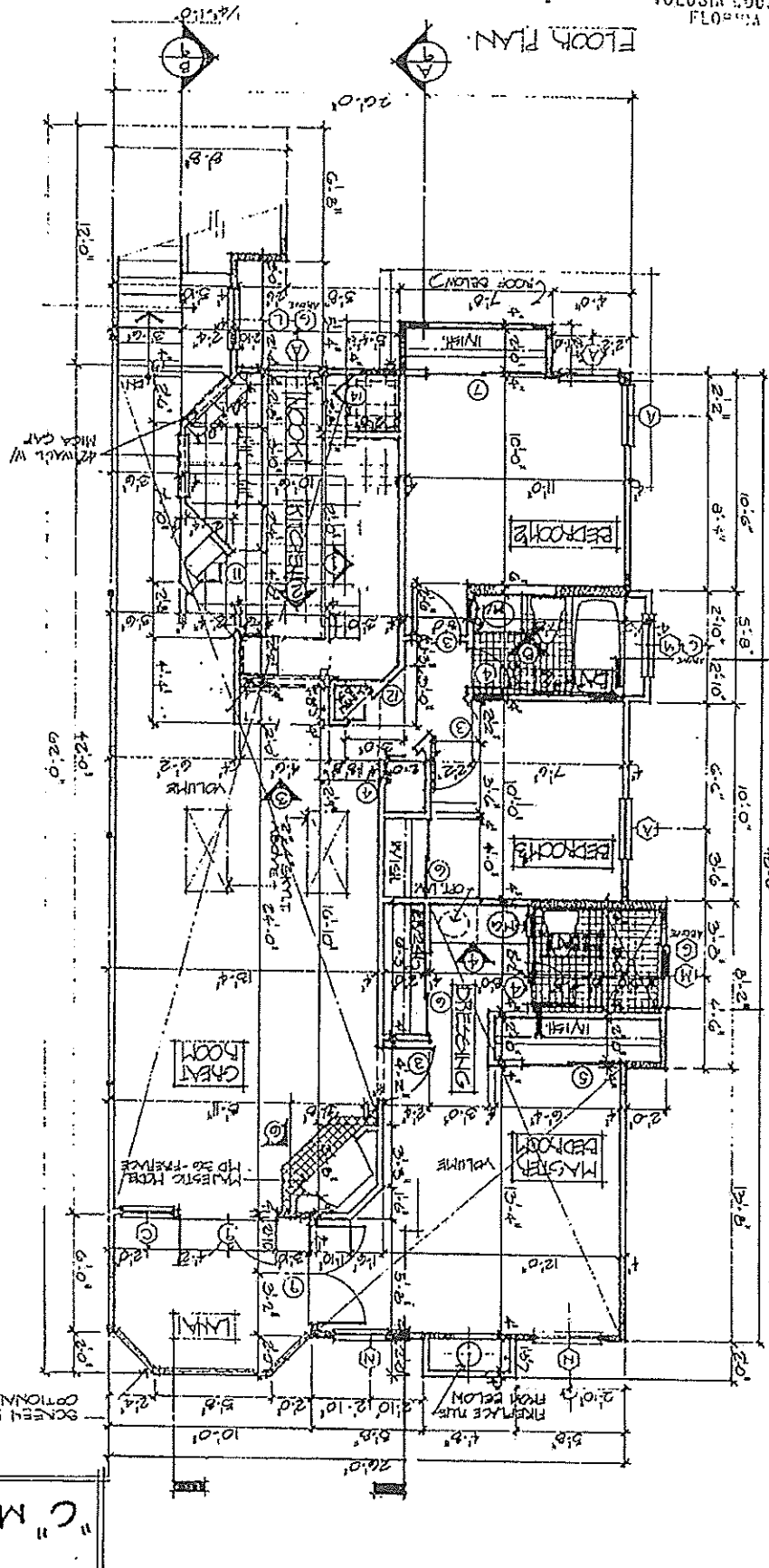


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BOOK PAGE  
VOLUSIA COUNTY  
FLOOR PLAN

AREA ILLUSTRATION  
1324 SF  
173 SF  
1417 SF  
TOTAL  
LANTA  
STORAGE



BAYMEADOWS AT TOMOKA OAKS  
CONDOMINIUM

"C" MODEL

SHEET 12 OF 20

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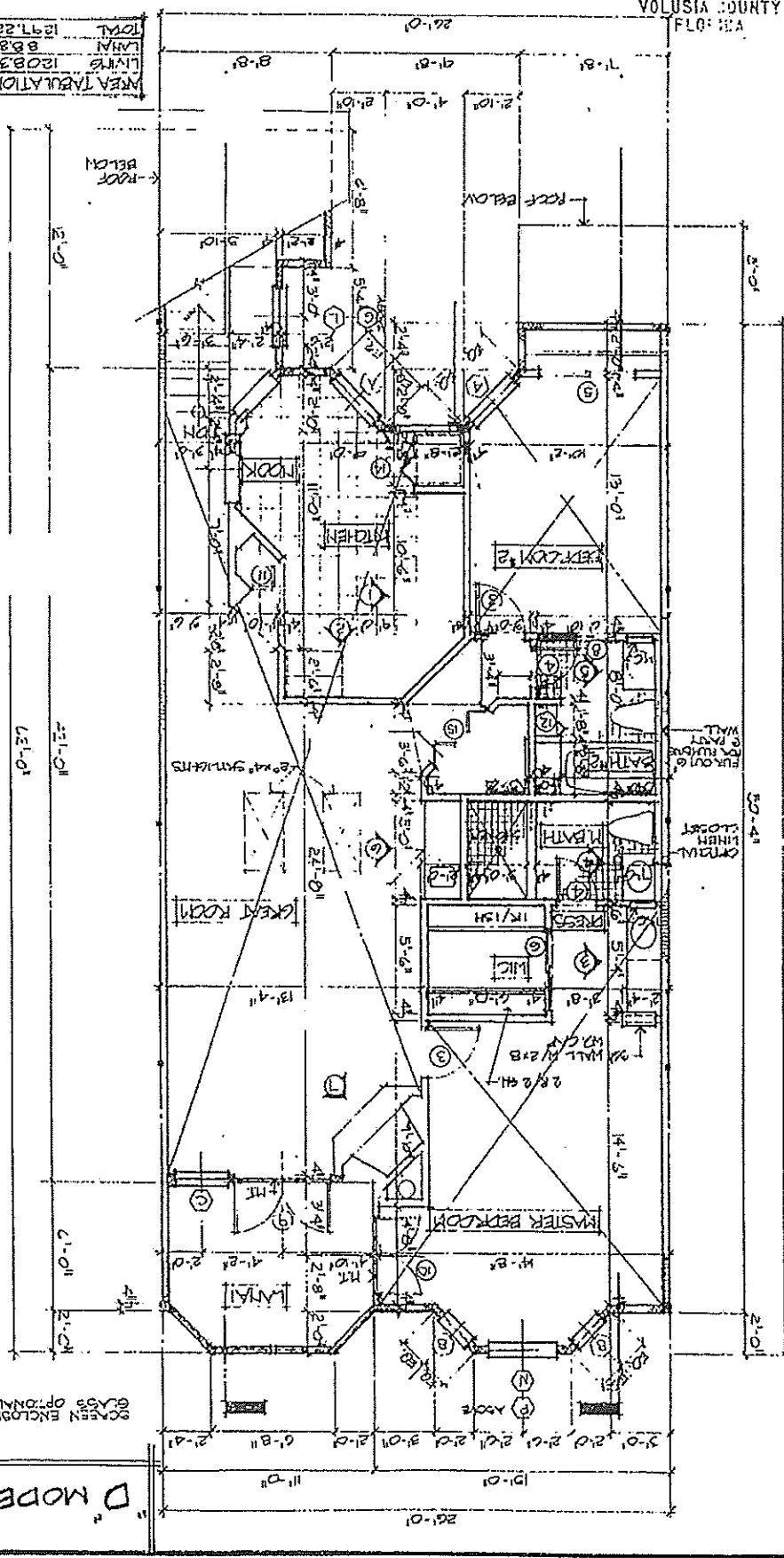
(SHEETS 95 THROUGH 10 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)

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AREA TABULATION
LIVING 1208.33
MAIN 888.88
TOTAL 2097.21



RAYMEADOWS AT TOMOKA OAKS  
CONDOMINIUM

D MODEL  
SCREEN ENCLOSURE/  
GLASS OPTIONAL



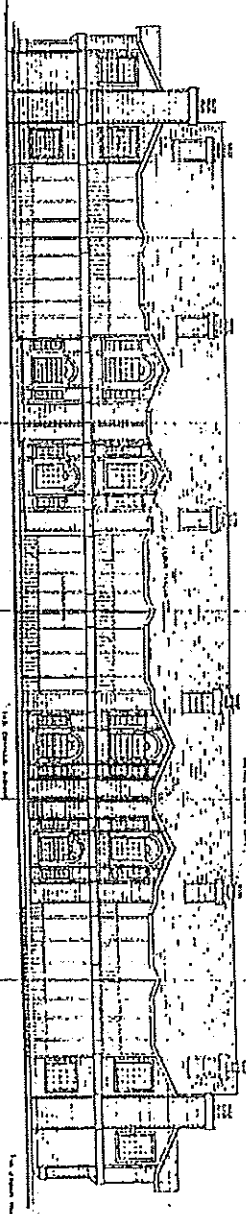
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FLORIDA

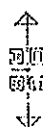
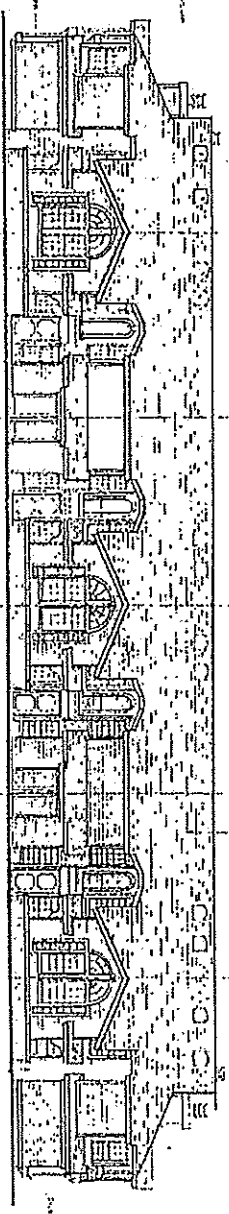
(SHEETS 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)

BAYMEADOWS AT TOMOKA OAKS  
CONDOMINIUM

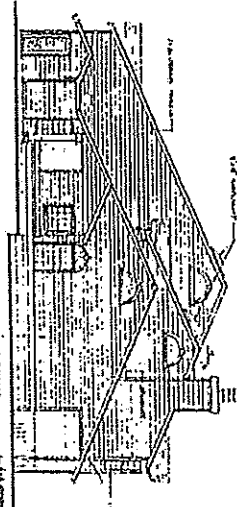
BACK ELEVATION



FRONT ELEVATION



RIGHT ELEVATION

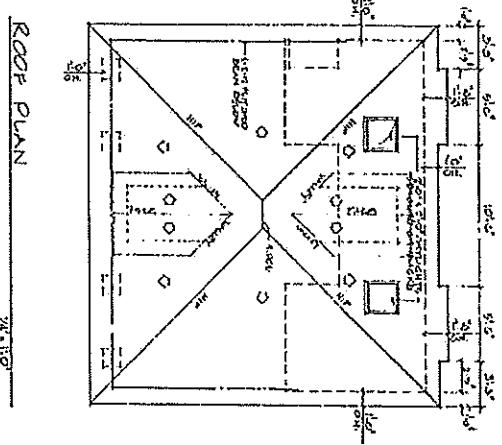
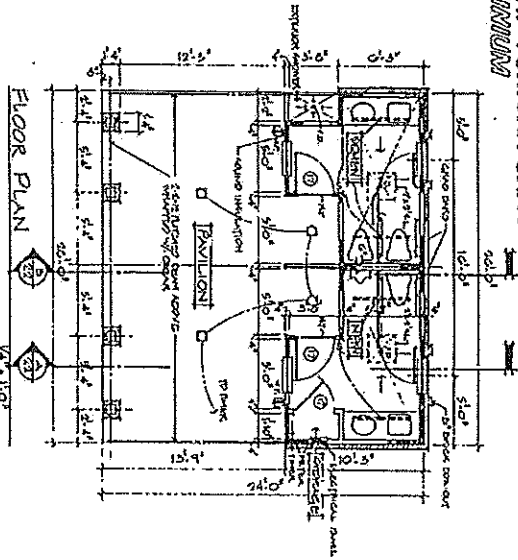
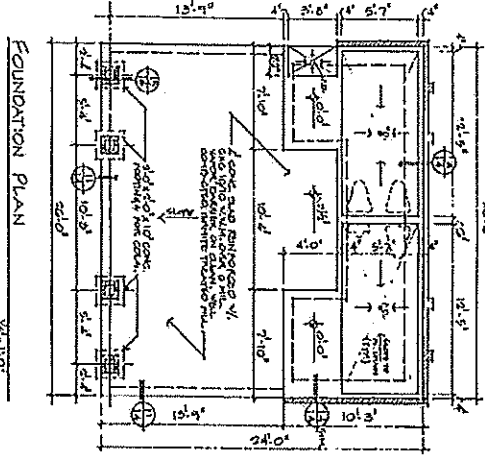


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VOLUSIA COUNTY  
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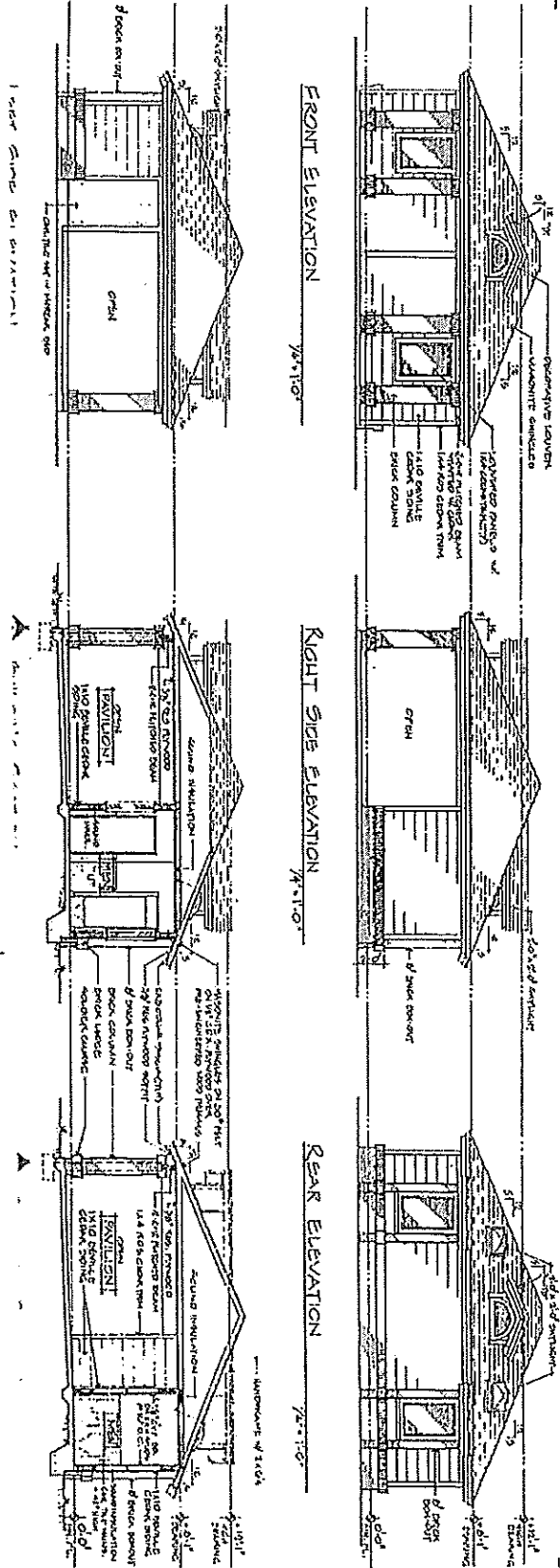
BAYMEADOWS AT TOMOKA OAKS  
CONDOMINIUM



FRONT ELEVATION  
1/4" = 1'-0"

RIGHT SIDE ELEVATION  
1/4" = 1'-0"

REAR ELEVATION  
1/4" = 1'-0"



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VOLUSIA COUNTY  
FLORIDA

C. Phase III Improvements

Phase III of the condominium, if submitted to condominium ownership, will contain a minimum of thirty-six (36) units and a maximum of forty-two (42) units. Phase III will also contain a swimming pool, pool deck, cabana building, two tennis courts, and a spa pool.

D. Phase IV Improvements

Phase IV of the condominium, if submitted to condominium ownership, will contain a minimum of twenty-three (23) units and a maximum of twenty-eight (28) units.

E. Phase V Improvements

Phase V of the condominium, if submitted to condominium ownership, will contain a minimum of twenty (20) units and a maximum of twenty-four (24) units.

F. Phase VI Improvements

Phase VI of the condominium, if submitted to condominium ownership, will contain a minimum of twenty (20) units and a maximum of twenty-four (24) units.

G. Phase VII Improvements

Phase VII of the condominium, if submitted to condominium ownership, will contain a minimum of twenty-three (23) units and a maximum of twenty-eight (28) units.

H. Phase VIII Improvements

Phase VIII of the condominium, if submitted to condominium ownership, will contain a minimum of twenty-nine (29) units and a maximum of thirty-six (36) units.

I. Additional Improvements. In addition to the buildings described in paragraph A above, Phase I of the condominium shall include parking areas and driveways to be located within Phase I. In addition to the buildings described in paragraph C above, Phase III will contain a 25' x 50' swimming pool, pool deck, cabana building, two tennis courts and a spa pool. Upon recordation of the Amendments to this Declaration submitting each additional phase to condominium ownership, the driveways, parking areas, and other improvements within the phase submitted shall be included within the condominium and all common elements (other than limited common elements) within the phase submitted and any phase previously submitted shall be for the common use of the unit owners of all phases submitted. A guard house will be constructed at the main entrance of the condominium property, however, no security guard will be employed while Developer is in control until the submission of Phase IV to condominium ownership.

Developer reserves the right not to submit any phases beyond Phase I to condominium ownership. In the event that Developer does not submit any future phases to condominium ownership, the swimming pool, pool deck, cabana building, tennis courts and spa will not be

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FLORIDA

built or available for use by unit owners of Baymeadows at Tomoka Oaks.

2. Paragraph 3.5A shall be amended to read as follows:

(A) Every dwelling unit and all common elements of the condominium property shall be subject to the following easements:

1. Every portion of a dwelling unit contributing to the support of the common elements or of other dwelling units shall be burdened with an easement of support for the benefit of the Association and the owners and occupants of supported units.

2. An easement for the location, maintenance and repair of wiring, plumbing and duct work serving units other than that traversed is reserved through all interior partitions and through all areas within units above any dropped ceiling. This easement shall be for the benefit of the Association and any other unit owner or occupant whose wiring, plumbing or duct work passes through such easements.

3. An easement in favor of the Association, its employees, agents and independent contractors to install, tie in to, or make necessary repairs to or replacements of utility services, plumbing, wiring or any portion of the common elements, and to perform all obligations and duties of the Association.

3. Paragraph 3.5(B) shall be amended to read as follows:

(B) All unit owners shall have as appurtenances to their units:

1. A perpetual non-exclusive easement for ingress and egress to and from their units over and upon driveways, walks, corridors, halls, and other common elements to and from the public streets.

2. A perpetual non-exclusive easement for the use and enjoyment of all public portions of buildings and to other common facilities (including, but not limited to, utilities as they now exist or hereafter may exist) located in the common elements.

3. An easement in favor of Phase I and in favor of each Phase hereafter submitted on, over and across the common areas of Phase II to install, maintain and replace the pump and irrigation lines from the deep well located on Phase II which shall serve Phase I, provided, however, that Developer shall have the right so long as it owns any land in any proposed phase to relocate the well, pump and lines at its own expense. Upon such relocation, the easement referred to herein shall automatically terminate and a new easement shall be deemed granted over, under and upon the site of the new well and lines.

4. A non-exclusive access and utility easement in favor of Phase I over the road entering the condominium property from Nova Road and adjoining Phase I at the southwest corner of Phase I, as shown on the site plan at Page 2 of Exhibit A.

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5. An easement over all roads and sidewalks from time to time submitted to condominium ownership for access to the property within proposed phases not yet submitted to condominium ownership.

6. An easement over, under and upon those roads and all common elements in each Phase except those directly beneath buildings or recreational facilities in favor of the property within proposed phases for the installation, maintenance and repair of utilities, cable TV and other communication facilities.

4. Paragraph 3.5(H) shall be added to read as follows:

An easement is retained by the developer for its benefit and the benefit of its assigns and successors for ingress, egress and utility use over that Developer Easement in Phase VIII as shown on the plat of Baymeadows at Tomoka Oaks, a condominium.

5. Paragraph 3.7B shall be amended to read as follows:

B. Association. The owner of each condominium unit shall be a member of the Association. There shall be one vote appurtenant to each unit. Until the submission of a future phase, the one (1) vote of each condominium unit shall represent 1/12th of the total votes in the Association. If maximum units are built in each proposed phase, the one vote of each condominium unit shall represent that percentage of the total votes in the Association as set forth in Exhibit D to this Declaration. In the event that the maximum number of units per phase allowed by this Declaration of Condominium are not built, then each condominium unit shall have one vote in the Association and, accordingly, the one vote of each unit shall represent a fraction of the votes in the Association determined with the numerator of the fraction always being one and the denominator of the fraction always being the total number of condominium units. In the event any proposed Phase or Phases are not developed and added as a part of the condominium, then each condominium unit shall have one vote in the Association and, accordingly, the one vote of each unit shall represent a fraction of the votes in the Association determined with the numerator of the fraction always being one and the denominator of the fraction being the total number of condominium units. Each condominium unit shall be entitled to one vote at meetings of the Association, such one vote to be cast in the manner prescribed in the By-Laws of the Association, if there is more than one owner.

6. Paragraph 3.7C shall be amended to read as follows:

C. Liability for Common Expenses. As more fully set forth in Article V below, each condominium unit owner shall be liable for a proportionate share of the common expenses equal to the undivided fractional share in the common elements and common surplus as shown in Exhibit B attached.

In the event that no future phases or less than all proposed phases are submitted to condominium ownership, each unit owner in Phase I shall be responsible for a portion of the expense of maintaining that portion of the road entering the condominium property from Nova Road and adjoining Phase I at the southwest corner of

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Phase I, over which there is an easement in favor of Phase I, a portion of the expense of maintaining the guardhouse and a portion of the expense of any guard or other security furnished. The portion shall be that fraction which has one as its denominator and as its numerator the total number of residential units served by the common entrance road.

7. Sheet 2 of 20, Sheet 3 of 20, and Sheet 4 of 20 of Exhibit A shall be amended by substituting the pages of Exhibit A attached hereto.

8. Exhibit B of the Declaration shall be amended by deleting the original Exhibit B and substituting the attached Exhibit B therefor.

As hereby amended the above-described Declaration is ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed and sworn to this amendment this 14 day of March, 1986.

Witnesses

BAYMEADOWS AT TOMOKA OAKS, a  
Florida Joint Venture

BY: D.F. Services, Inc., a Florida  
Corporation

Lisa J. Echols  
William S. Travers

By [Signature]  
President

Attest [Signature]  
Assistant Secretary

(CORPORATE SEAL)

BY: Intervest Construction, Inc.,  
a Florida corporation

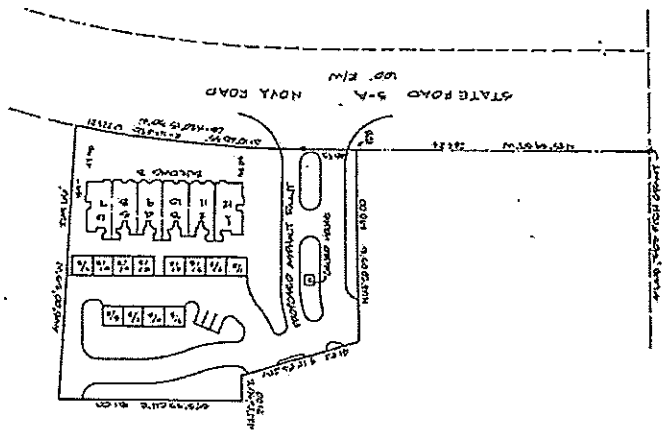
[Signature]  
[Signature]

By [Signature]  
President

Attest [Signature]  
Secretary

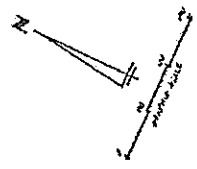
(CORPORATE SEAL)

"EXHIBIT A"



SHEET 2 OF 20  
 PLANNING & DESIGN

BAYMEADOWS AT TOMOKA OAKS  
 CONDOMINIUM  
 PHASE I



NOTE: THE DEVELOPER HAS BEEN ADVISED BY THE COUNTY ENGINEER THAT THE PROPOSED IMPACT POOL MUST BE CONSTRUCTED WITH A MINIMUM OF 10% OF THE TOTAL UNIT AREA. THE DEVELOPER HAS AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED IMPACT POOL. THE DEVELOPER HAS ALSO AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED CAMP HALL. THE DEVELOPER HAS ALSO AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED PLANTER. THE DEVELOPER HAS ALSO AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED CONCRETE DRIVE.

- NOTES:
1. THE DEVELOPER HAS BEEN ADVISED BY THE COUNTY ENGINEER THAT THE PROPOSED IMPACT POOL MUST BE CONSTRUCTED WITH A MINIMUM OF 10% OF THE TOTAL UNIT AREA.
  2. THE DEVELOPER HAS AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED IMPACT POOL.
  3. THE DEVELOPER HAS ALSO AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED CAMP HALL.
  4. THE DEVELOPER HAS ALSO AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED PLANTER.
  5. THE DEVELOPER HAS ALSO AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED CONCRETE DRIVE.

LEGEND:

1. UNIT	2. UNIT	3. UNIT	4. UNIT	5. UNIT
6. UNIT	7. UNIT	8. UNIT	9. UNIT	10. UNIT
11. UNIT	12. UNIT	13. UNIT	14. UNIT	15. UNIT
16. UNIT	17. UNIT	18. UNIT	19. UNIT	20. UNIT

CONSTRUCTION OF IMPACT POOL  
 THE DEVELOPER HAS BEEN ADVISED BY THE COUNTY ENGINEER THAT THE PROPOSED IMPACT POOL MUST BE CONSTRUCTED WITH A MINIMUM OF 10% OF THE TOTAL UNIT AREA. THE DEVELOPER HAS AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED IMPACT POOL. THE DEVELOPER HAS ALSO AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED CAMP HALL. THE DEVELOPER HAS ALSO AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED PLANTER. THE DEVELOPER HAS ALSO AGREED TO PROVIDE A MINIMUM OF 10% OF THE TOTAL UNIT AREA FOR THE PROPOSED CONCRETE DRIVE.

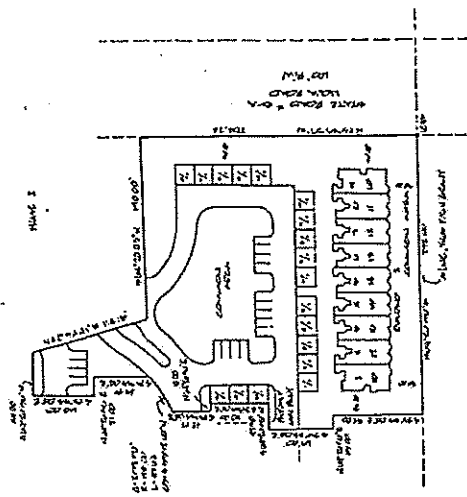
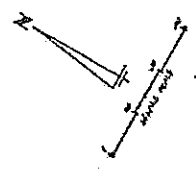
DATE: 11/11/11  
 BY: [Signature]

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BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

BAYMEADOWS AT TOMOKA OAKS  
CONDOMINIUM  
PHASE II

SHEET 3 OF 20



Notes:  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
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EXHIBIT B

SCHEDULE OF SHARE OF COMMON ELEMENTS,  
COMMON SURPLUS AND COMMON EXPENSE  
APPURTENANT TO EACH UNIT

PHASE I

<u>UNIT NUMBERS</u>	<u>FRACTIONAL SHARE (PHASE I ONLY SUB)</u>
301	1/12th
302	"
303	"
304	"
305	"
306	"
307	"
308	"
309	"
310	"
311	"
312	"

PHASE II

<u>UNIT NUMBERS</u>	<u>FRACTIONAL SHARE EACH UNIT (PHASE I AND II ONLY)</u>
101 through 118, inclusive	1/30

PHASE III

<u>UNIT NUMBERS</u>	<u>FRACTIONAL SHARE EACH UNIT (PHASE I, II AND III ONLY)</u>
201 through 212, inclusive, 401 through 412, inclusive 501 through 512, inclusive and 601 through 618, inclusive	1/84

PHASE IV

<u>UNIT NUMBERS</u>	<u>FRACTIONAL SHARE EACH UNIT (PHASE I, II, III AND IV ONLY)</u>
701 through 716, inclusive and 801 through 812, inclusive	1/112

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EXHIBIT B  
(CONTINUED) :

PHASE V

<u>UNIT NUMBERS</u>	<u>FRACTIONAL SHARE EACH UNIT (PHASE I, II, III, IV AND V ONLY)</u>
1601 through 1612, inclusive and 1701 through 1712, inclusive	1/136

PHASE VI

<u>UNIT NUMBERS</u>	<u>FRACTIONAL SHARE EACH UNIT (PHASE I, II, III, IV, V VI AND VII ONLY)</u>
901 through 912, inclusive and 1001 through 1012, inclusive	1/160

PHASE VII

<u>UNIT NUMBERS</u>	<u>FRACTIONAL SHARE EACH UNIT (PHASE I, II, III, IV, V, VI AND VII ONLY)</u>
1401 through 1416, inclusive and 1501 through 1512, inclusive	1/188

PHASE VIII

<u>UNIT NUMBERS</u>	<u>FRACTIONAL SHARE EACH UNIT (PHASES I through VIII, inclusive)</u>
1101 through 1112, inclusive and 1201 through 1212, inclusive and 1301 through 1312, inclusive	1/224

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SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
BAYMEADOWS AT TOMOKA OAKS, A CONDOMINIUM

THIS AMENDMENT to the Declaration of Condominium of Baymeadows at Tomoka Oaks is executed as of the 14th day of APRIL, 1988, by D.F. Services, Inc., a Florida corporation, and Interwest Construction, Inc., a Florida corporation, as joint venturers in Baymeadows at Tomoka Oaks, a Florida Joint Venture, the Developer of Baymeadows at Tomoka Oaks, a Condominium. The joint venturers shall be referred to collectively as the "Developer".

WHEREAS, the Developer on November 12, 1985, executed the Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium, hereinafter referred to as the "Declaration", which was recorded in Official Records Book 2775, Page 1795 et seq., of the Public Records of Volusia County, Florida, on January 20, 1986; and

WHEREAS, an Amendment to the Declaration, was recorded in Official Records Book 2797, Page 1767 et seq., of the Public Records of Volusia County, Florida, on March 19, 1986; and

WHEREAS, Sheets 2 and 3 of Exhibit A to the Declaration incorrectly identified the numbers of the units shown thereon;

WHEREAS, Developer desires to amend the Declaration to correct the unit numbering, to revise the boundary between Phases I and II of the Condominium, and to correct an error in the wording of the last sentence of Paragraph 3.7C as amended; and

WHEREAS, the relocation of the boundary involves the altering of common elements, necessitates the reservation by existing owners and the granting by Developer of an easement for access and utility installation and maintenance.

NOW, THEREFORE, in consideration of the premises, the execution of this Second Amendment, and the joinders herein, and other good and valuable considerations, the Declaration is amended as follows:

1. Sheet 2 and Sheet 3 of Exhibit A shall be and they are hereby amended by substituting the pages attached hereto.
2. The legal description of the real property comprising Phase I is hereby amended to read:

"A portion of the Thomas Fitch Grant, Section 39, Township 14 South, Range 32 East, Volusia County, Florida, being more particularly described as follows: From at the intersection of the Westerly right-of-way line of State Road No. 5-A, also known as Nova Road (a 100 foot right-of-way as now laid out and used) with the South line of the Thomas Fitch Grant; run North 25 degrees 39 minutes 57 degrees West along the west right-of-way line of said State Road No. 5-A a distance of 332.77 feet to the P.C. of a curve, concave Northeast, having a radius of 1196.28 feet, central angle of 01 degrees 11 minutes 51 seconds, and a chord bearing of North 25 degrees 04 minutes 02 seconds west; thence run Northerly along the arc of said curve a distance of 25.00 feet to the Point of Beginning; thence continue along the arc of said curve, concave easterly, having a radius of 1196.28 feet central angle of 09 degrees 37 minutes 04 seconds and a chord bearing of North 19 degrees 39 minutes 34 seconds West; thence run Northerly along the arc of said curve a distance of

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200.81 feet; thence departing said right-of-way, run South 68 degrees 00 minutes 35 seconds West a distance of 269.66 feet; thence South 25 degrees 33 minutes 04 seconds East a distance of 181.00 feet; thence North 64 degrees 26 minutes 56 seconds East a distance of 25.00 feet; thence South 42 degrees 34 minutes 41 seconds East a distance of 37.32 feet; thence North 64 degrees 20 minutes 03 seconds East a distance of 212.62 feet to the Point of Beginning. Containing 1.20 acres.

"Together with a nonexclusive easement in favor of Developer and the owners of units in Phase I of Baymeadows at Tomoka Oaks, a Condominium, their successors, assigns, mortgagees, tenants, lessees and invitees, for access and for the installation, maintenance, repair and replacement of utilities and cable T.V. facilities over, under and upon the Northerly 70 feet of the Easterly 212.02 feet of a portion of Thomas Fitch Grant, Section 39, Township 14 South, Range 32 East, Volusia County, Florida, being more particularly described as follows: From at the intersection of the Westerly right-of-way line of State Road No. 5-A, also known as Nova Road, (a 100 foot right-of-way as now laid out and used) with the South line of Thomas Fitch Grant as the Point of Beginning, run North 25 degrees 39 minutes 57 seconds West along the Westerly right-of-way of said State Road No. 5-A a distance of 332.77 feet to the P.C. of a curve, concave Northeast, having a radius of 1196.28 feet, a central angle of 01 degrees 11 minutes 51 seconds, and a chord bearing of North 25 degrees 04 minutes 02 seconds West; thence run Northerly along the arc of the said curve a distance of 25.00 feet; Thence departing said right-of-way line, run South 64 degrees 20 minutes 03 seconds West a distance of 212.62 feet; thence North 42 degrees 34 minutes 41 seconds West a distance of 37.32 feet; thence South 64 degrees 26 minutes 56 seconds West a distance of 46.00 feet; thence South 25 degrees 33 minutes 04 seconds East a distance of 60.00 feet; thence North 64 degrees 26 minutes 56 seconds East a distance of 21.00 feet; thence South 25 degrees 33 minutes 04 seconds East a distance of 49.29 feet; to a point on the arc of a curve, concave Westerly, having a radius of 128.00 feet, central angle of 21 degrees 19 minutes 36 seconds, a chord bearing of South 33 degrees 12 minutes 10 seconds West; thence run Southerly along the arc of said curve 47.64 feet; thence South 25 degrees 33 minutes 04 seconds East a distance of 42.17 feet; thence North 64 degrees 26 minutes 56 seconds East a distance of 10.00 feet; thence South 25 degrees 33 minutes 04 seconds East a distance of 60.00 feet; thence South 64 degrees 26 minutes 56 seconds West a distance of 27.50 feet; thence South 25 degrees 33 minutes 04 seconds East a distance of 65.00 feet; thence North 64 degrees 26 minutes 56 seconds East a distance of 15.00 feet; thence South 25 degrees 33 minutes 04 seconds East a distance of 92.00 feet to the South line of said Thomas Fitch Grant; thence North 64 degrees 26 minutes 56 seconds East along said line a distance of 292.00 feet to the Point of Beginning."

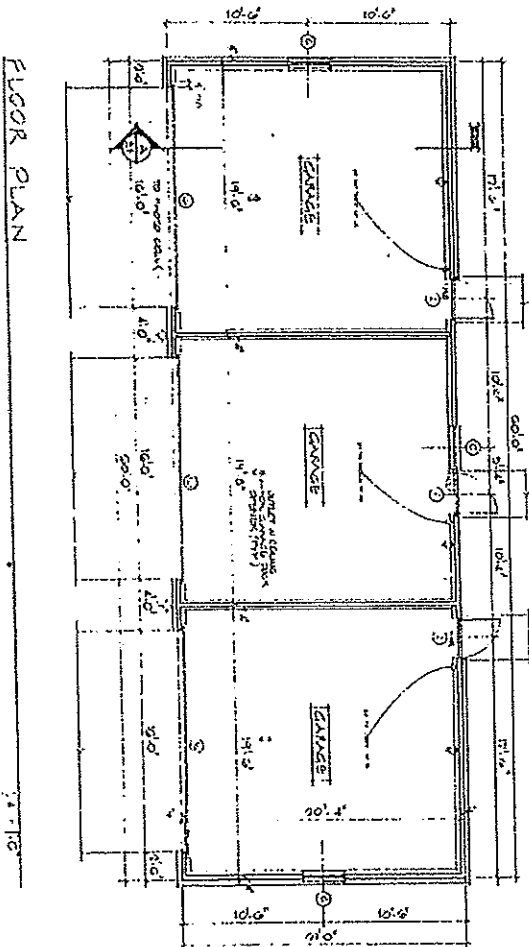
3. Developer and the Unit Owners, by their joinder herein, specifically grant the foregoing easement and reserve same for the

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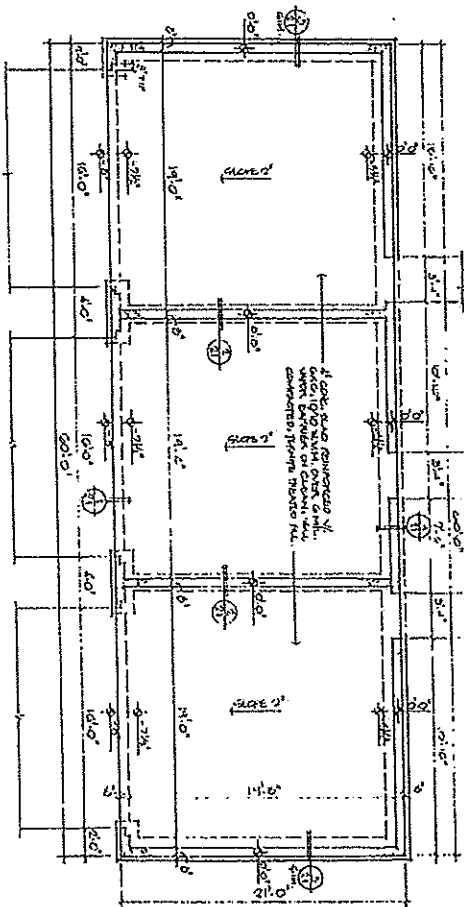
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FLORIDA

(SHEETS 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)

BAYMEADOWS AT TONOKA OAKS  
CONDOMINIUM



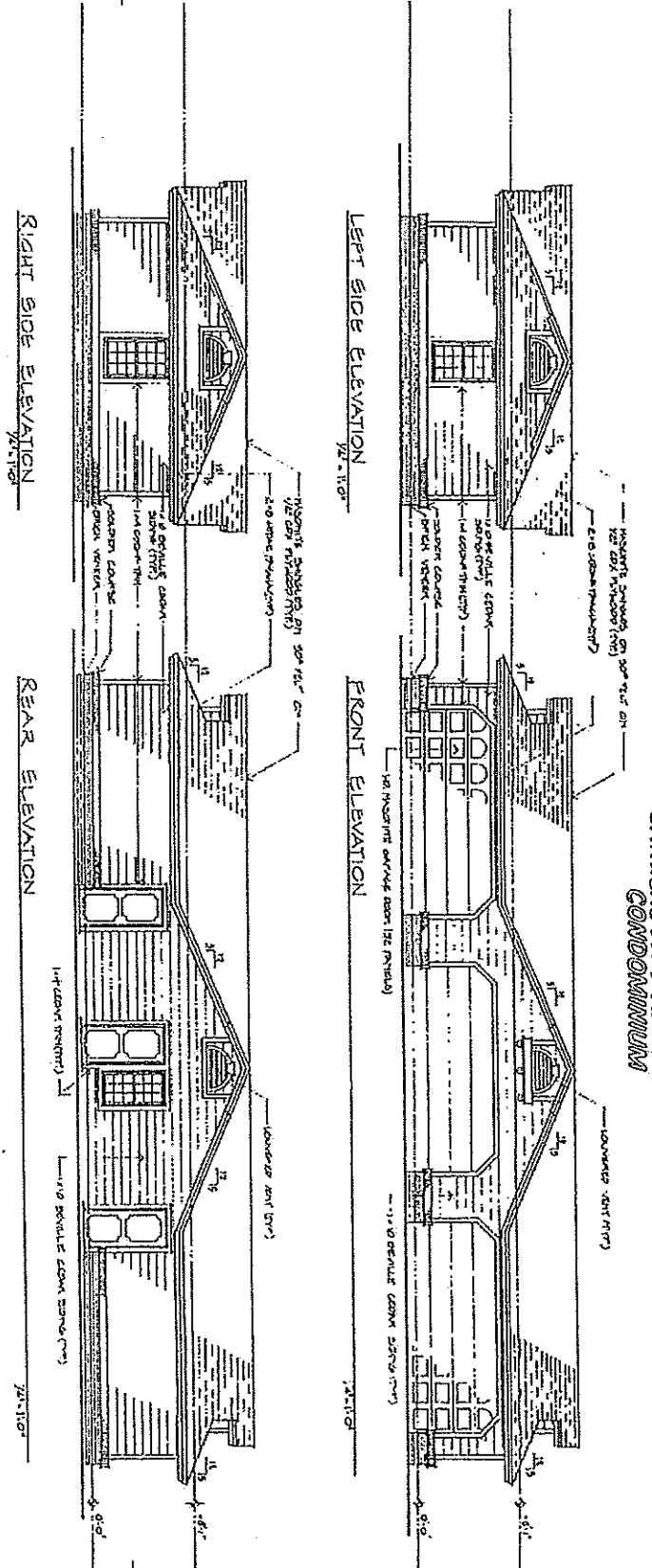
FOUNDATION PLAN



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(SHEETS 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)



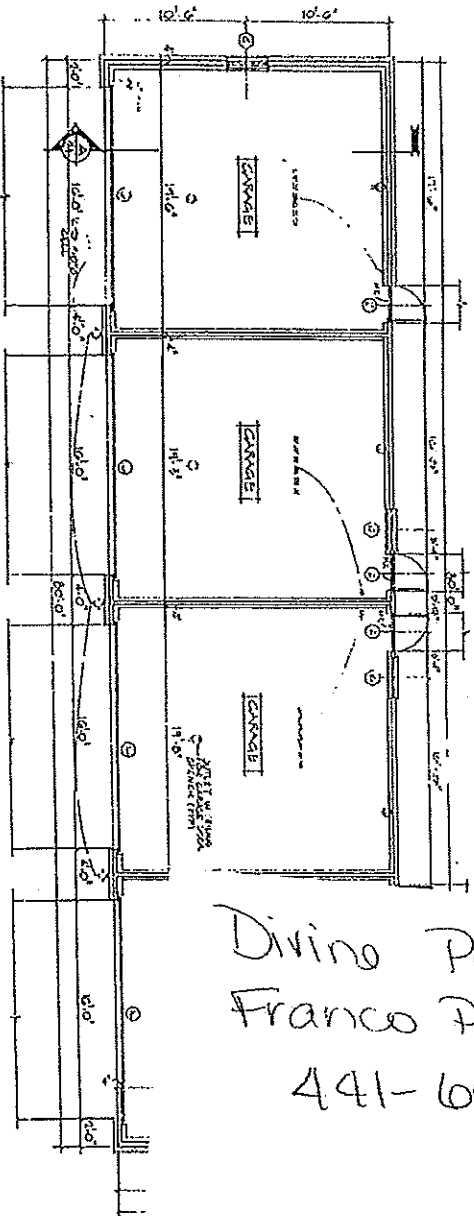
CONDOMINIUM

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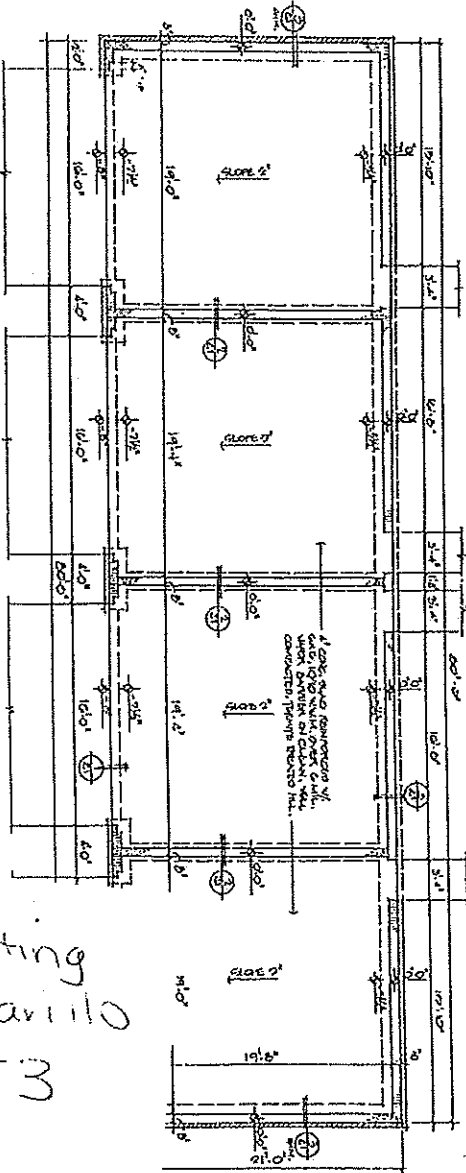
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(SHEETS 95 THROUGH 102 SUPERSEDED BY THIRD AMENDMENT PAGES 138 THROUGH 141)

FLOOR PLAN



FOUNDATION PLAN



BRIMMADONS AT TONOKA OAKS  
CONDOMINIUM

Divino Painting  
Franco Piccarillo  
441-6053



RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: BAYHEADONS AT TONOKA OAKS, A Condominium

Address of Condominium: 566-596 N. Hove Road, Ormond Beach, FL 32174

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

<u>DOCUMENT</u>	<u>RECEIVED</u>
Prospectus Text	
Declaration of Condominium (and Amendments 1, 2, and 3)	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	
Covenants and Restrictions	NA
Ground Lease	NA
Management and Maintenance Contracts for More Than One Year	NA
Renewable Management Contracts	NA
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominiums	NA
Form of Unit Lease if a Leasehold	NA
Declaration of Servitude	NA
Sales Brochures	NA
Phase Development Description (See 718.503(2)(k) and 504(14))	NA
Lease of Recreational and Other Facilities to be used by Unit Owners with Other Condominiums (See 718.503(2)(h))	NA
Description of Management for Single Management of Multiple Condominiums (See 718.503(2)(k))	NA
Conversion Inspection Report	NA
Conversion Termite Inspection Report	NA
Plot Plan (see Amendment 3)	
Floor Plan	
Survey of Land and Graphic Description of Improvements (survey in Amendment 3)	
Executed Escrow Agreement	MADE AVAILABLE
Plans and Specifications	

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503 FLORIDA STATUTES. THE PURCHASE AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Purchaser or Lessee

\_\_\_\_\_  
Purchaser or Lessee

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FLORIDA

AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
BAYMEADOWS AT TOMOKA OAKS, A CONDOMINIUM

THIS AMENDMENT to the Declaration of Condominium of Baymeadows at Tomoka Oaks is executed on this 14th day of March, 1986, by D. F. Services, Inc., a Florida corporation and Intervest Construction, Inc., a Florida corporation, as joint venturers in Baymeadows at Tomoka Oaks, a Florida Joint Venture, the Developer of Baymeadows at Tomoka Oaks, a Condominium. The joint venturers shall be referred to collectively as the "Developer".

WHEREAS, the Developer did on November 12, 1985, execute that Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium, hereinafter referred to as the "Declaration". The Declaration was recorded in Official Records Book 2775, Page 1795 et seq., of the Public Records of Volusia County, Florida, on January 20, 1986; and

WHEREAS, Developer is the sole owner of all units in Baymeadows at Tomoka Oaks, a Condominium; and

WHEREAS, Developer desires to amend the Declaration.

NOW, THEREFORE, Declaration is hereby amended as follows:

1. Paragraph 3.2 shall be amended to read as follows:

3.2 Improvements - General Description: The improvements constructed on the land submitted herein to the condominium form of ownership as Phase I are as follows:

A. Phase I Improvements

There will be four types of units contained in Phase I described as follows:

Unit Type	No. of Bedrooms	No. of Bathrooms	No. of Stories	Approximate Sq. Ft. of Living Area
A	2	2	1	1,174
B	3	2	1	1,194
C	3	2	1	1,324
D	2	2	1	1,208.33

It is intended that all units in future phases will be of types substantially similar to those in Phase I, but Developer reserves the right pursuant to section 718.403, Florida Statutes, to alter the unit types in future phases, provided that the minimum square footage of living area within any unit will be 850 square feet and the maximum living area within any unit will be 2,000 square feet. All units in future phases will have a minimum of one (1) bedroom and a maximum of four (4) bedrooms.

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Phase I of the condominium contains twelve (12) units.

*[Signature]* B. Phase II Improvements

Phase II of the condominium, if submitted to condominium ownership, will contain a minimum of fifteen (15) units and a maximum of eighteen (18) units.

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EXHIBIT 11

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

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purposes and beneficiaries described above. The Unit Owners and Mortgagee, by their joinders herein, consent to this amendment, including specifically the amendment of the common elements of Phase I of Baymeadows at Tomoka Oaks, a Condominium.

4. The last sentence of Paragraph 3.7C, as amended, is further amended (the corrected words being underlined) to read as follows:

"The portion shall be that fraction which has one as its numerator and as its denominator the total number of residential units served by the common entrance road."

IN WITNESS WHEREOF, the parties have executed this amendment on this 14th day of APRIL, 19 88.

Witnesses:

BAYMEADOWS AT TOMOKA OAKS, a Florida Joint Venture

BY: D.F. Services, Inc., a Florida Corporation

Arthur B. Johnson Jr.  
Lori Ann Beachack

BY Robert B. Dunlap  
Vice-President  
Attest Rebecca J. Raybon  
Assistant Secretary  
(CORPORATE SEAL)

BY: Intervest Construction, Inc., a Florida corporation

Sharon J. Kane  
Dekraji Ramano

BY J. S. [Signature]  
President  
Attest William [Signature]  
Asst. Secretary  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of APRIL, 19 88, by ROBERT B. DUNLAP and REBECCA J. RAYBON, Vice President and Asst. Secretary, respectively, of D.F. Services, Inc., a Florida corporation, on behalf of the corporation, a joint venturer of Baymeadows at Tomoka Oaks, a Florida joint venture.

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

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: OCT. 5, 1990,  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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VOLUNTARILY

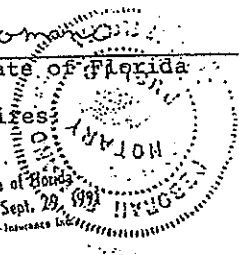
STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th  
day of April, 1988, by Morteza Hosseini and Charlene  
Irland, President and Secretary, respectively, of Interwest  
Construction, Inc., a Florida corporation, on behalf of the  
corporation, a joint venturer of Baymeadows at Tomoka Oaks, a Florida  
joint venture.

Deborah Romano

Notary Public, State of Florida  
at Large  
My Commission Expires

Notary Public, State of Florida  
My Commission Expires Sept. 29, 1991  
Bonded thru Top File - Insurance Co.







JOINDER AND CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

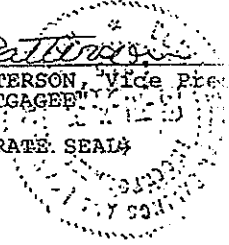
That Duval Federal Savings and Loan Association of Jacksonville, ("Mortgagee") joins the Developer, Baymeadows at Tomoka Oaks, a Florida joint venture, joins in and consents to the foregoing Second Amendment to Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium, located in Volusia County, Florida, and further joins said Developer in the First Amendment to Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium, recorded on March 19, 1986, in Official Records Book 2797, pages 1767, et. seq., Public Records of Volusia County, Florida, and consents to said amendments, but such Joinder and Consent is entered into by Mortgagee without recourse or warranty, whether of title or otherwise; without assuming any obligation whatsoever of the owner; and reserving to Mortgagee all of its rights and remedies as granted under the mortgages held by Mortgagee on the land and improvements lying and being in Volusia County, Florida, more particularly described in the mortgages owned and held by Mortgagee, recorded in Official Records Book 2724, Page 104, Official Records Book 2590, Page 1087 (modified in Official Records Book 2737, Page 1084), Official Records Book 2802, Page 1264 and Official Records Book 2823, Page 1565, Public Records of Volusia County, Florida, on January 20, 1986, and under the notes secured by said mortgages, and other loan documents executed in connection with said mortgages.

DATED this 14th day of APRIL, 1988.

DUVAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

Deborah Duggin  
Barbara Paulson

BY: C. L. Patterson  
C. L. PATTERSON, Vice Pres.  
"MORTGAGEE"  
(CORPORATE SEAL)



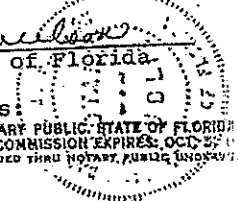
STATE OF FLORIDA  
COUNTY OF DUVAL

On this 14th day of APRIL, 1988, personally appeared before me C. L. PATTERSON, Vice President, of Duval Federal Savings and Loan Association of Jacksonville, to me known and

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known to me to be the Vice President of said corporation who executed the foregoing Joinder of Mortgagee, and he acknowledged before me that he executed said Joinder on behalf of Duval Federal Savings and Loan Association of Jacksonville for the purposes therein expressed.

*Barbara Paulson*  
Notary Public, State of Florida  
At Large  
My Commission Expires:  OCT 25 1997  
(NOTARY SEAL) NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: OCT 25 1997

31380774

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JOINDER AND CONSENT  
TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF BAYMEADOWS  
AT TOMOKA OAKS, A CONDOMINIUM

The undersigned, Beverley R. Reid, the owner of Unit 309, Baymeadows at Tomoka Oaks, a Condominium, hereby joins in and consents to the foregoing Second Amendment to Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium.

IN WITNESS WHEREOF, the parties have executed this Joinder and Consent to Amendment on this 13<sup>th</sup> day of April, 1988.

WITNESSES:

[Signature]  
[Signature]  
As to Beverley R. Reid

Beverley R. Reid (SEAL)  
Beverley R. Reid

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, this 13<sup>th</sup> day of April, 1988, by Beverley R. Reid.

[Signature]  
Notary Public, State of Florida  
at Large  
My Commission Expires 01 May  
Notary Public, State of Florida  
My Commission Expires 01 May  
Revised 1987 Form - 1001-10

JOINDER AND CONSENT  
TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF BAYMEADOWS  
AT TOMOKA OAKS, A CONDOMINIUM

The undersigned, Anne Haber, unmarried widow of John G. Haber, deceased, the owner of Unit 306, Baymeadows at Tomoka Oaks, a Condominium, hereby joins in and consents to the foregoing Second Amendment to Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent to Amendment on this 4<sup>th</sup> day of May, 1988.

WITNESSES:

Dixie D. Keith  
Melinda M. Schwarz

Anne Haber (SEAL)  
Anne Haber

STATE OF FLORIDA  
COUNTY OF VOLUSIA

~~THE~~ foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May, 1988, by Anne Haber, the unmarried widow of John G. Haber, deceased.

Dixie D. Keith  
Notary Public, State of Florida  
at Large  
My Commission Expires APR 18, 1991  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES APR 18, 1991  
BONDED THRU GENERAL INS. CO.  
(NOTARY SEAL)

JOINDER AND CONSENT  
TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF BAYMEADOWS  
AT TOMOKA OAKS, A CONDOMINIUM

The undersigned, Leonard J. Tamburello and Ruth P. Tamburello, husband and wife, owners of Unit 307, Baymeadows at Tomoka Oaks, a Condominium, hereby join in and consent to the foregoing Second Amendment to Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium.

IN WITNESS WHEREOF, the parties have executed this Joinder and Consent to Amendment on this 5<sup>TH</sup> day of MAY, 1988.

WITNESSES:

*Leigh K. Kish*  
*[Signature]*

*Leonard J. Tamburello* (SEAL)  
Leonard J. Tamburello  
*Ruth P. Tamburello* (SEAL)  
Ruth P. Tamburello

STATE OF NEW JERSEY  
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 5<sup>TH</sup> day of MAY, 1988, by Leonard J. Tamburello and Ruth P. Tamburello, husband and wife.

*[Signature]*

Notary Public  
My Commission Expires:

(NOTARY SEAL)

SARIN J. FALLIVENE  
NOTARY PUBLIC - STATE OF NEW JERSEY  
My Commission Expires 1-24-89



THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF BAYMEADOWS AT TOMOKA OAKS, A CONDOMINIUM

THIS THIRD AMENDMENT to the Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium (the "Condominium") is executed as of the 12 day of June, 1989 by INTERVEST CONSTRUCTION, INC., a Florida corporation, (hereinafter "ICI") as assignee and successor in interest to Baymeadows at Tomoka Oaks, a Florida Joint Venture and Baymeadows at Tomoka Oaks, Inc., a Florida non-profit corporation (the "Association"), and is joined in and consented to by James W. Reid and Beverly R. Reid, Anne Haber and Leonard J. Tamburello and Ruth P. Tamburello.

W I T N E S S E T H:

WHEREAS, the Declaration of Condominium of Baymeadows at Tomoka Oaks was executed by Baymeadows at Tomoka Oaks, a Florida Joint Venture (the "Joint Venture") on November 12, 1985 and recorded in Official Records Book 2775, page 1795, Public Records of Volusia County, Florida; and was subsequently amended by that certain Amendment to Declaration of Condominium and that certain Second Amendment to Declaration of Condominium recorded in Official Records Book 2797, page 1767 and Official Records Book 3138, page 0766, respectively, of the Public Records of Volusia County, Florida (collectively the "Declaration"); and

WHEREAS, the Joint Venture subsequently conveyed all units in the Condominium owned by it to ICI and concurrently therewith assigned and transferred to ICI all rights and privileges of Joint Venture derived by, under, or through the Declaration by that certain Assignment dated February 22, 1989 and recorded in Official Records Book 3265, page 1156, Public Records of Volusia County, Florida; and

WHEREAS, the Declaration contemplates that there be a detached garage appurtenant to each unit in the Condominium as a limited common element; and

WHEREAS, Units 309, 310, 311 and 312 have appurtenant parking spaces rather than garages; and

WHEREAS, the brick wall along the easterly and southerly borders of Phase I is or will be a continuation of a wall serving an adjacent development, and, to assure uniformity, the maintenance of such wall should be the responsibility of the homeowners' association for such development; and

WHEREAS, there are or may be drainage and utility facilities to be located easterly of the wall.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, the Declaration is hereby amended as follows:

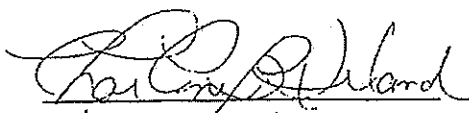
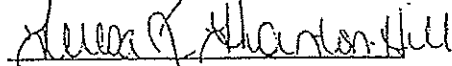
1. Exhibit A. Sheet 2 of Exhibit A to the Declaration, as amended, is further amended by substituting the attached Revised Sheet 2 of Exhibit A. The landscaping, wall, drainage, utility and maintenance easement shown thereon is hereby granted, declared and established.

2. Article II. Paragraph 2.4(B) is amended to read in its entirety as follows:

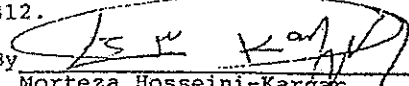
"B. Garages. A garage located as shown on the attached Revised Sheet 2 of Exhibit A shall be appurtenant to each unit, except units 309, 310, 311, and 312, as a limited common element. These garages are for the exclusive use of the occupants of the respective unit to which they are appurtenant. Each unit owner shall be responsible to keep his garage clean and presentable, but the repair and major maintenance of the exterior of the garage shall be the responsibility of the Association. Two parking spaces are assigned as limited common elements appurtenant to each unit without a garage.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium, to be executed as of the 12 day of June, 1989.

Executed in the presence of:

INTERVEST CONSTRUCTION, INC., a Florida corporation, successor in interest to Baymeadows at Tomoka Oaks, a Florida Joint Venture, and owner of Units 301 through 305, inclusive, and 308, 310, 311 and 312.

By   
Morteza Hosseini-Kargar  
President

Charlotte Wilson  
Debra J. Horton Hill

Baymeadows at Tomoka Oaks, Inc.,  
a Florida non-profit corporation

By [Signature]

Its: President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12  
day of June, 1989, by Morteza Hosseini-Kargar, President of Interest  
Construction, Inc., a Florida corporation, on behalf of the  
corporation.

[Signature]

Notary Public, State of Florida  
at Large

My Commission Expires:

Notary Public, State of Florida At Large.  
My Commission Expires Feb. 10, 1993  
Bonded thru Maynard Bonding Agency

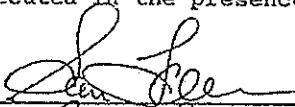




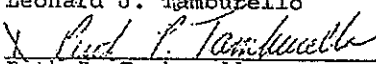
JOINDER AND CONSENT TO THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
BAYMEADOWS AT TOMOKA OAKS, A CONDOMINIUM

Leonard J. Tamburello and Ruth P. Tamburello, husband and wife, being the owners of Unit 307 of Bay Meadows at Tomoka Oaks, a Condominium, according to the Declaration thereof and exhibits recorded in Official Records Book 2775, page 1795, as amended by amendments in Official Records Book 2797, page 1767 and Official Records Book 3138, page 766, all of the Public Records of Volusia County, Florida, hereby join in and consent to the foregoing Third Amendment to Declaration of Condominium of Bay Meadows at Tomoka Oaks, a Condominium to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, this Joinder and Consent is executed this 24<sup>th</sup> day of June, 1989.


Executed in the presence of:

X   
Leonard J. Tamburello  
X   
Ruth P. Tamburello

STATE OF ~~FLORIDA~~ NEW JERSEY  
COUNTY OF ~~MONROE~~ ESSEX

The foregoing Joinder and Consent was acknowledged before me this 24<sup>th</sup> day of June, 1989, by Leonard and Ruth Tamburello, husband and wife, and said persons acknowledged before me that they executed the foregoing instrument for the purposes therein expressed.

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

SABIN J. FALLIVENT  
NOTARY PUBLIC - STATE OF NEW JERSEY  
My Commission Expires 7-29-89

JOINDER AND CONSENT TO THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
BAYMEADOWS AT TOMOKA OAKS, A CONDOMINIUM

Anne Haber, the unmarried widow of John G. Haber, being the owner of Unit 306 of Bay Meadows at Tomoka Oaks, Condominium, according to the Declaration thereof and exhibits recorded in Official Records Book 2775, page 1795, as amended by amendments in Official Records Book 2797, page 1767 and Official Records Book 3138, page 766, all of the Public Records of Volusia County, Florida, hereby joins in and consents to the foregoing Third Amendment to Declaration of Condominium of Bay Meadows at Tomoka Oaks, a Condominium to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, this Joinder and Consent is executed this 26<sup>th</sup> day of June, 1989.

Executed in the presence of:

Guiner D. Keith  
Sharon Wallace

x Anne Haber  
Anne Haber, unmarried widow of  
John G. Haber

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing Joinder and Consent was acknowledged before me this 26<sup>th</sup> day of June, 1989, by Anne Haber and acknowledged before me that she executed the foregoing instrument for the purposes therein expressed.

Guiner D. Keith  
Notary Public, State of Florida  
at Large  
My Commission Expires            Notary Public, State of Florida  
My Commission Expires April  
Elected Term Exp. Feb. - 1989

JOINDER AND CONSENT TO THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
BAYMEADOWS AT TOMOKA OAKS, A CONDOMINIUM

Duval Federal Savings and Loan Association of Jacksonville (Mortgagee), being the owner and holder of that certain Mortgage and Security Agreement recorded on April 1, 1986, in Official Records Book 2802, page 1264, of the Public Records of Volusia County, Florida, encumbering Unit 307, Bay Meadows at Tomoka Oaks, a Condominium, according to the Declaration thereof and exhibits recorded in Official Records Book 2775, page 1795, as amended by amendments in Official Records Book 2797, page 1767 and Official Records Book 3138, page 766, all of the Public Records of Volusia County, Florida, hereby joins in and consents to the foregoing Third Amendment to Declaration of Condominium of Bay Meadows at Tomoka Oaks, a Condominium. This Joinder and Consent is entered into by Mortgagee without recourse or warranty, whether of title or otherwise; and reserving unto Mortgagee all of its rights and remedies as granted under the aforescribed Mortgage, and under the note secured by said Mortgage, and any and all other loan documents executed in connection with said Mortgage.

IN WITNESS WHEREOF, this Joinder and Consent is executed this 30th day of June, 1989.

Executed in the presence of:

DUVAL SAVINGS AND LOAN ASSOCIATION  
OF JACKSONVILLE

Patricia K. Young

By: Robert B. Dunlap

Its: Vice President

STATE OF FLORIDA  
COUNTY OF ~~HEMEXX~~ DUVAL

On this 30th day of June, 1989, personally appeared before me, Robert B. Dunlap, Vice President of Duval Savings and Loan Association, of Jacksonville, Florida, to me known and known to me to be the vice President of said corporation who executed the foregoing Joinder and Consent, and he acknowledged before me that he executed said Joinder and Consent on behalf of Duval Savings and Loan Association of Jacksonville, for the purposes therein expressed.

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

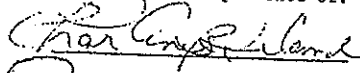
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: JAN. 12, 1992  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

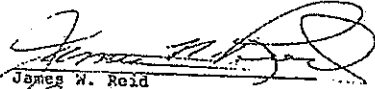
JOINDER AND CONSENT TO THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
BAYMEADOWS AT TOMOKA OAKS, A CONDOMINIUM

James W. Reid and Beverly R. Reid, husband and wife, being the owners of Unit 309 of Bay Meadows at Tomoka Oaks, Condominium, according to the Declaration thereof and exhibits recorded in Official Records Book 2775, page 1795, as amended by amendments in Official Records Book 2797, page 1767 and Official Records Book 3138, page 766, all of the Public Records of Volusia County, Florida, hereby joins in and consents to the foregoing Third Amendment to Declaration of Condominium of Bay Meadows at Tomoka Oaks, a Condominium to which this Joinder and Consent is attached.

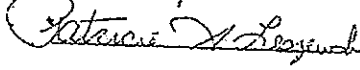
IN WITNESS WHEREOF, this Joinder and Consent is executed this 12 day of June, 1989.

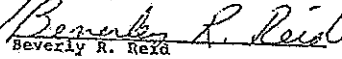
Executed in the presence of:





James W. Reid

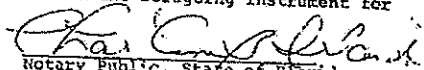




Beverly R. Reid

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing Joinder and Consent was acknowledged before me this 12 day of June, 1989, by James W. Reid and Beverly R. Reid and acknowledged before me that they executed the foregoing instrument for the purposes therein expressed.



Notary Public, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC, State of Florida at large  
My commission expires October 30, 1989

FI141  
JDAG02

120

145

JOINDER AND CONSENT TO THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
BAYMEADOWS AT TOMOKA OAKS, A CONDOMINIUM

Barnett Bank of Volusia County, Florida, a state chartered <sup>cf</sup>  
bank organized and existing under the laws of the State of <sup>cf</sup>  
Florida (Mortgagee), being the owner and holder of that certain  
Mortgage and Security Agreement recorded on February 23, 1989, in  
Official Records Book 3265, page 1170, of the Public Records of  
Volusia County, Florida, encumbering certain Units in Bay Meadows at  
Tomoka Oaks, a Condominium, according to the Declaration thereof and  
exhibits recorded in Official Records Book 2775, page 1795, as amended  
by amendments in Official Records Book 2797, page 1767 and Official  
Records Book 3138, page 766, all of the Public Records of Volusia  
County, Florida, hereby joins in and consents to the foregoing Third  
Amendment to Declaration of Condominium of Bay Meadows at Tomoka Oaks,  
a Condominium. This Joinder and Consent is entered into by Mortgagee  
without recourse or warranty, whether of title or otherwise; and  
reserving unto Mortgagee all of its rights and remedies as granted  
under the aforescribed Mortgage, and under the note secured by said  
Mortgage, and any and all other loan documents executed in connection  
with said Mortgage.

IN WITNESS WHEREOF, this Joinder and Consent is executed this  
17th day of July, 1989.

Executed in the presence of:

BARNETT BANK OF VOLUSIA COUNTY,  
FLORIDA, a State Chartered Bank <sup>cf</sup>

Chryette L. Shickel  
Audrea L. Jones

By: Cynthia C. Jones  
Cynthia C. Jones  
Its: Senior Vice President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

On this 17th day of July, 1989, personally appeared before me,  
Audrea L. Jones, Cynthia C. Jones  
of Barnett Bank of Volusia County, Florida, to me known and known to  
me to be the Senior Vice President of said corporation who  
executed the foregoing Joinder and Consent, and he acknowledged before  
me that he executed said Joinder and Consent on behalf of Barnett Bank  
of Volusia County, Florida, for the purposes therein expressed.

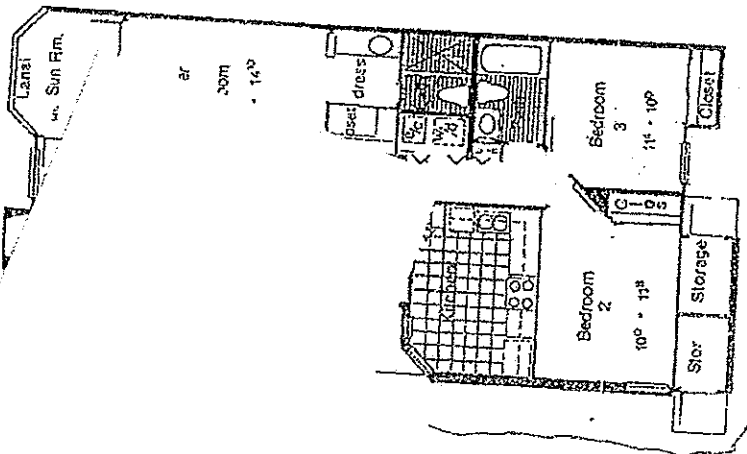
Audrea L. Jones  
Notary Public, State of Florida  
at Large  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES ON 12/31/91  
BARNETT BANK

FI139  
JDAG02

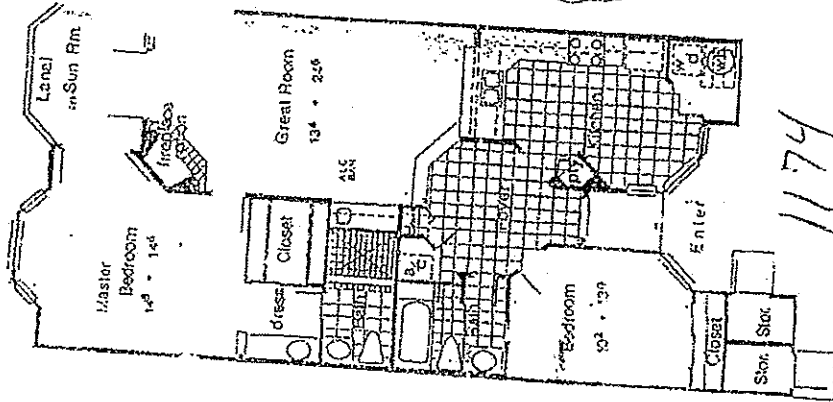
146

more... Baymeadows is conveniently situated on Nova Road, just north of the exclusive Trails Shopping Center, close to health care facilities, fine dining and just minutes from the beach.



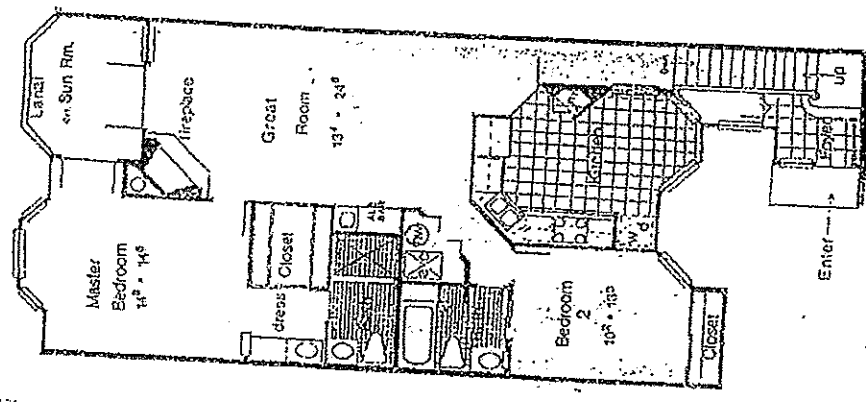
Model B  
Exterior Downstairs

1199



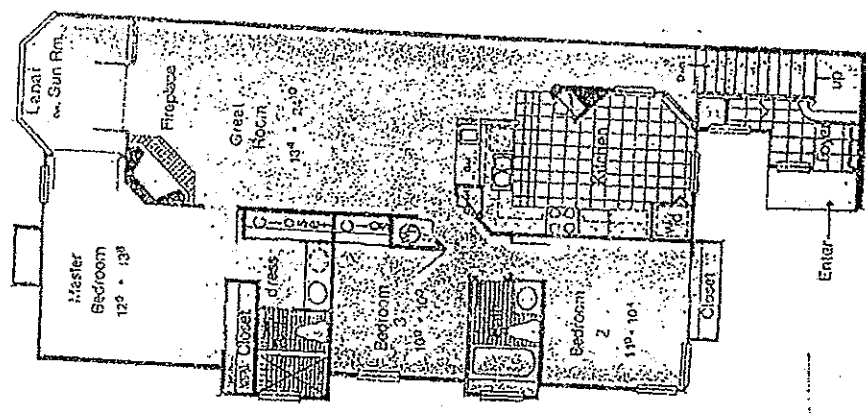
Model A  
Interior Downstairs

1179



Model D  
Interior Upside/ins

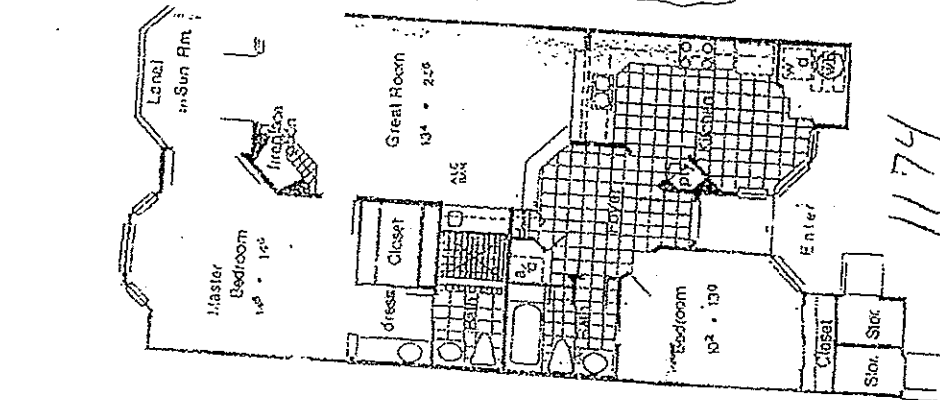
1208



Model C  
Interior Upside/ins

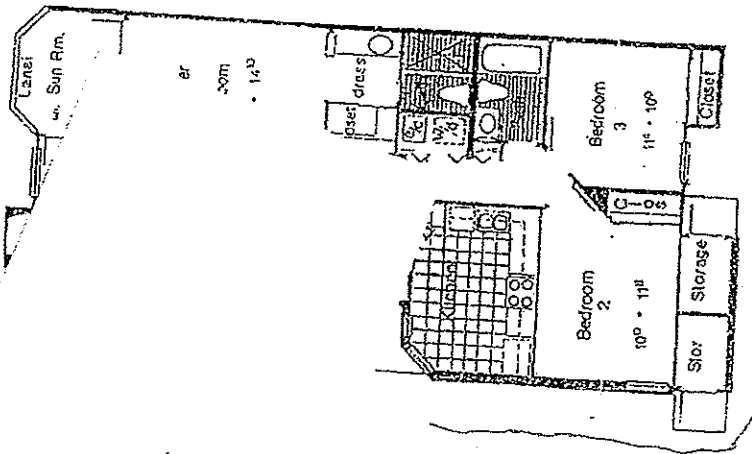
1324

more... Baymeadows is conveniently situated on Nova Road, just north of the exclusive Trails Shopping Center, close to health care facilities, fine dining and just minutes from the beach.



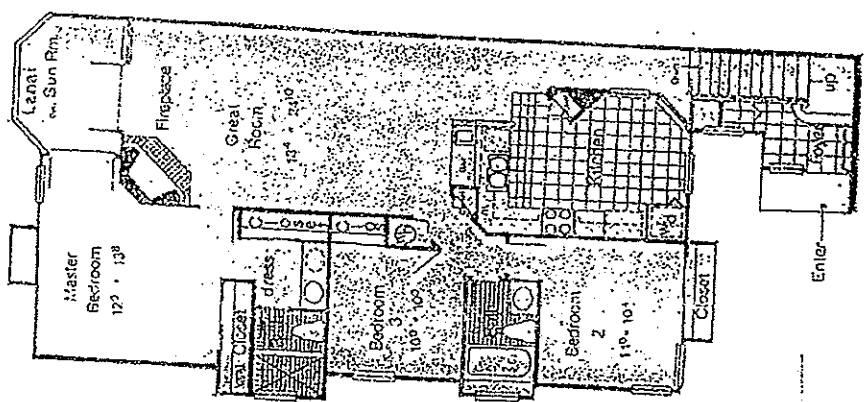
Model A  
Interior Downstairs

1174



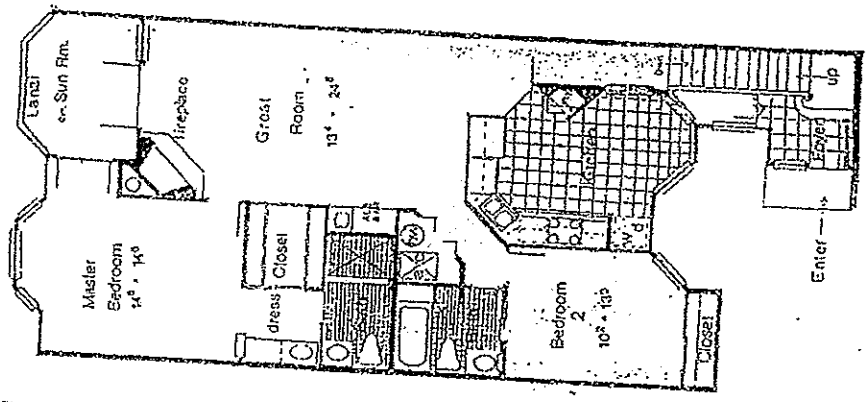
Model B  
Exterior Downstairs

1194



Model C

1324



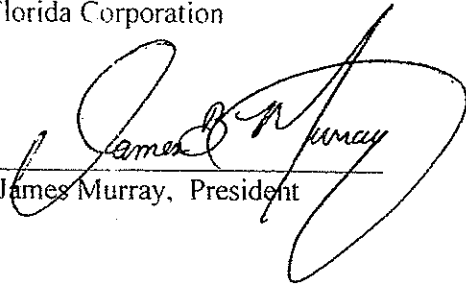
Model D  
Interior Upside

1208

**ASSIGNMENT OF  
PARKING GARAGE SPACE**

The Association hereby assigns the parking garage spaces depicted on the attached drawings to Units 309, 310, 311 and 312 as reflected in the attached drawing. This assignment is to confirm and clarify that each of the parking garage spaces assigned to Unit 309, 310, 311 or 312 is a limited common element to the Unit which it is assigned.

Baymeadows at Tomoka Oaks, Inc..  
A Florida Corporation

by:   
James Murray, President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May 2017, by James Murray President of Baymeadows at Tomoka Oaks, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and he acknowledged before me that he executed the foregoing instrument for the purposes therein expressed..

NOTARY PUBLIC

Sign: 

Print: \_\_\_\_\_



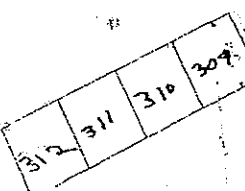
\_\_\_\_\_ of Florida  
Commission Expires:

Title/Rank:

Commission Number:

ARCHITECTURAL SITE PLAN: 1/16" = 1'-0"

GARAGE ASSIGNMENT  
TO UNIT OWNER  
309, 310, 311 & 312



THE APPROX. RD SITE LOCATION FOR  
PROPOSED GARAGE IN FIG.  
30-10' X 80' 0" LABR'X GROSS AREA  
IN DOUBLE BAY GARAGES

WEST HILCK WALRYVA  
W/CONCRETE BORDER

WEST HILCK WALRYVA  
W/CONCRETE BORDER  
LANDSCAPE AREA  
LIGHTING TO BE RELOCATED/OWNERS TO SELECT LOCATION  
FINISH TO BE N/C/O/V/T/B

EXISTING GARAGE FLOOR

NOT TO SCALE  
DATE: 11/11/11  
BY: [Signature]

<p><b>BPT</b> DESIGN INCORPORATED</p> <p>1000 N. WILSON ROAD SUITE 100 DUNEDIN, FL 33515 TEL: (813) 255-1111 WWW.BPTDESIGN.COM</p>	<p>DATE: 11/11/11 BY: [Signature]</p>
--	---

### BAY MEADOWS DETACHED GARAGE ADDITION

PROPERTY OWNER: ANTHONY'S ESPRESSO, BAY MEADOWS CONDOMINIUM ASSOCIATION INC., 24325 110TH ST, 30628-3036 THE EXECUTIVE CIRCLE, DAPHNE BEACH FL 32814  
PROJECT LOCATION: 28 NORTH HOGA ROAD, GROUND BEACH, 33171 BAY MEADOWS CONDOMINIUM, 12 UNITS PARCEL 5, GROUND BEACH, FL 32714  
GENERAL CONTRACTOR: RAY CLETON BUEHNS INC., 10001 A AVENUE G, PEEBLES NORTH HOGA ROAD HOLLY HILL FL 32111 TEL: (407) 258-8171 FAX: (407) 258-8171

**FOURTH AMENDMENT TO DECLARATION OF  
CONDOMINIUM OF BAYMEADOWS AT TOMOKA OAKS,  
A CONDOMINIUM**

This Fourth Amendment to the Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium, (the "Condominium") is executed this 30<sup>th</sup> day of March, 2017.

WHEREAS, the Declaration of Condominium of Baymeadows at Tomoka Oaks, was recorded in Official Records Book 2775, Page 1795 Public Records of Volusia County, Florida; and was subsequently amended by those certain First, Second and Third Amendments to the Declaration of Condominium as recorded in Official Records Book 2797, page 1767, Official Records Book 3138, page 0766, and Official records Book 3402, Page 1891, respectively, all Public Records of Volusia County, Florida (collectively the "Declaration"); and

WHEREAS the Third Amendment to the Declaration contemplates that all units, except units 309, 310, 311 and 312, will have detached garages appurtenant to each unit in the condominium as a limited common element, and that units 309, 310, 311 and 312 will have two appurtenant parking spaces each, rather than garages; and

WHEREAS this Fourth Amendment to the Declaration was approved by the affirmative vote of more than seventy five percent (75%) of the members, at a special meeting of the Association held in accordance with the provisions of Section 15.5 of the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the Declaration is amended as follow:

1. Sheet 2 to Exhibit A to the Declaration, as amended, is further amended by substituting the attached Second Revised Sheet 2 of Exhibit A.
2. Article II., Paragraph 2.4(b) is amended to read as follows:


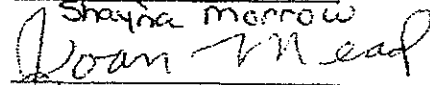
"B. Garages. A garage located as shown on the attached Second revised Sheet 2 of Exhibit A shall be appurtenant to each unit, ~~except units 309, 310, 311 and 312~~, as a limited common element. These garages are for the exclusive use of the occupants of the respective unit to which they are appurtenant. Each unit owner shall be responsible to keep his garage clean and presentable, but the repair and major maintenance of the exterior of the garage shall be the responsibility of the Association. ~~Two parking spaces are assigned as limited common elements appurtenant to each unit without a garage.~~"

(Strikeouts represent deletions; underscores represent additions)

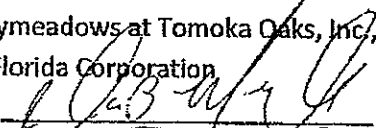
*MP*

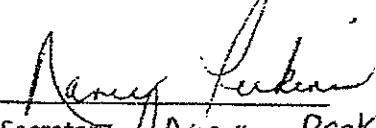
IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium, to be executed as of the 30 day of March, 2017.

Executed in the presence of:

  
Shayna Morrow  
  
Joan Mead  
Joan Mead

Baymeadows at Tomoka Oaks, Inc.,  
A Florida Corporation

by:   
President James Murray

Attest   
Secretary Nancy Perkins

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2017, by James Murray President of Baymeadows at Tomoka Oaks, Inc., who is personally known to me or who has produced id as identification and he acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

NOTARY PUBLIC

Sign: [Signature]

Print: Shayna Morrow

State of Florida

My Commission Expires

Title/Rank:

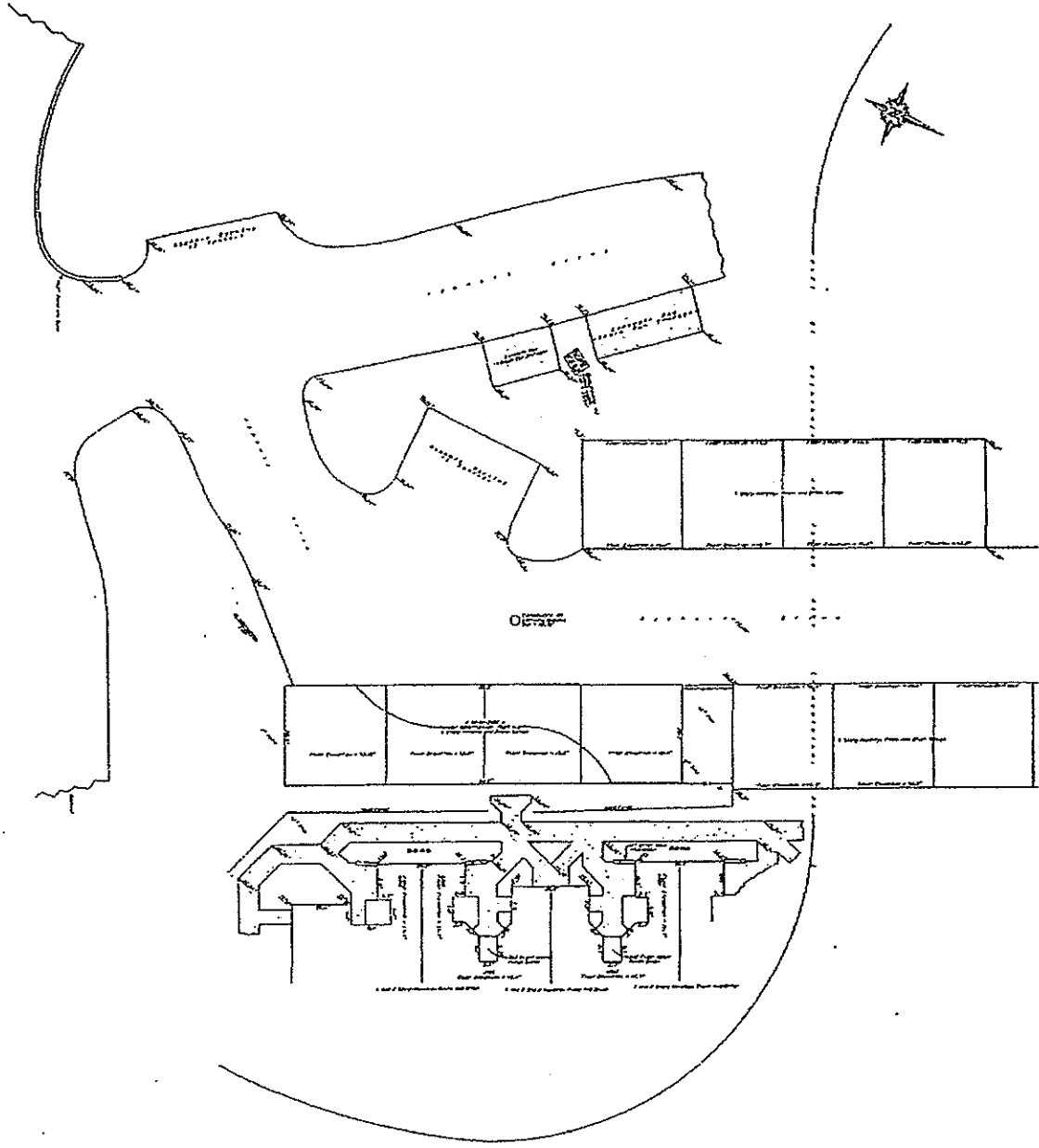
Commission Number:



Second Revised Sheet 2 of Exhibit A



LAKEVIEW BOULEVARD



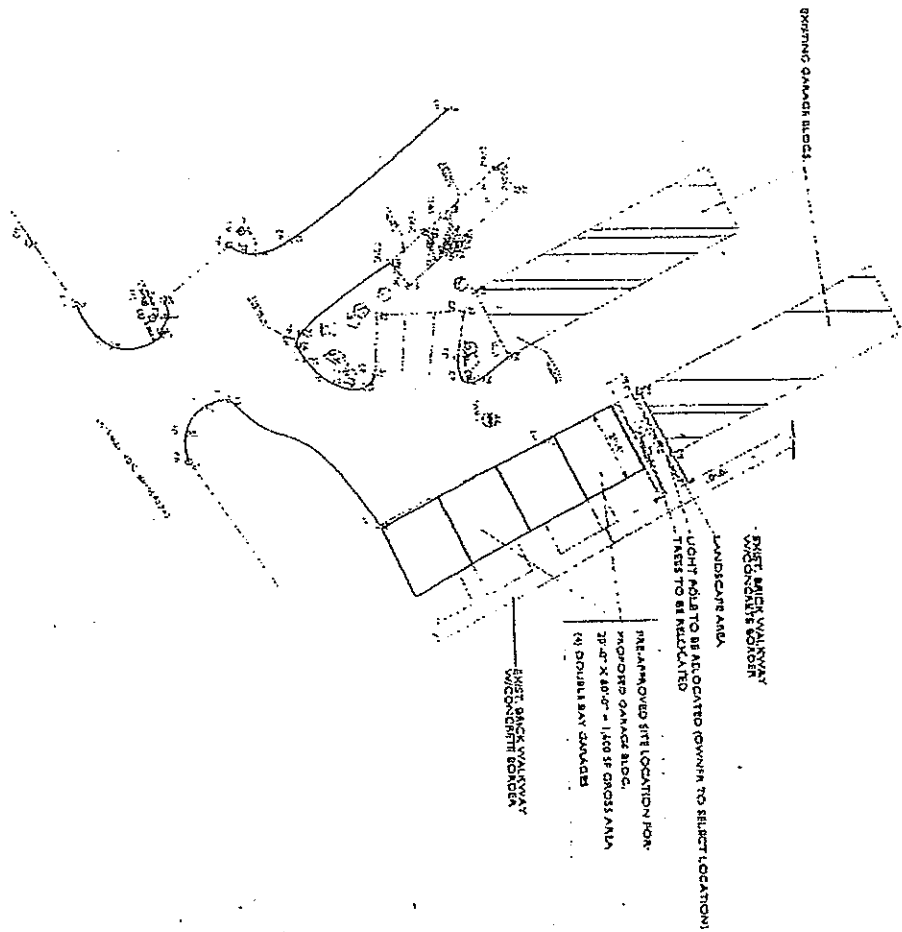
SCALE  
1" = 20'-0"

**GENERAL NOTES**  
 1. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER ACTION.  
 2. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.  
 3. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT WAS PREPARED.  
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 5. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT WAS PREPARED.

**SALE/LEASE**  
 SALES/LEASE, INC. 1000 10th Street, N.W.  
 Washington, D.C. 20004

PROJECT NO.	1000 10th Street, N.W.
DATE	10/1/77
BY	SALES/LEASE, INC.
CHECKED BY	SALES/LEASE, INC.
APPROVED BY	SALES/LEASE, INC.
SCALE	1" = 20'-0"
DATE	10/1/77
BY	SALES/LEASE, INC.
CHECKED BY	SALES/LEASE, INC.
APPROVED BY	SALES/LEASE, INC.

ARCHITECTURAL SITE PLAN: 1/16" = 1'-0"



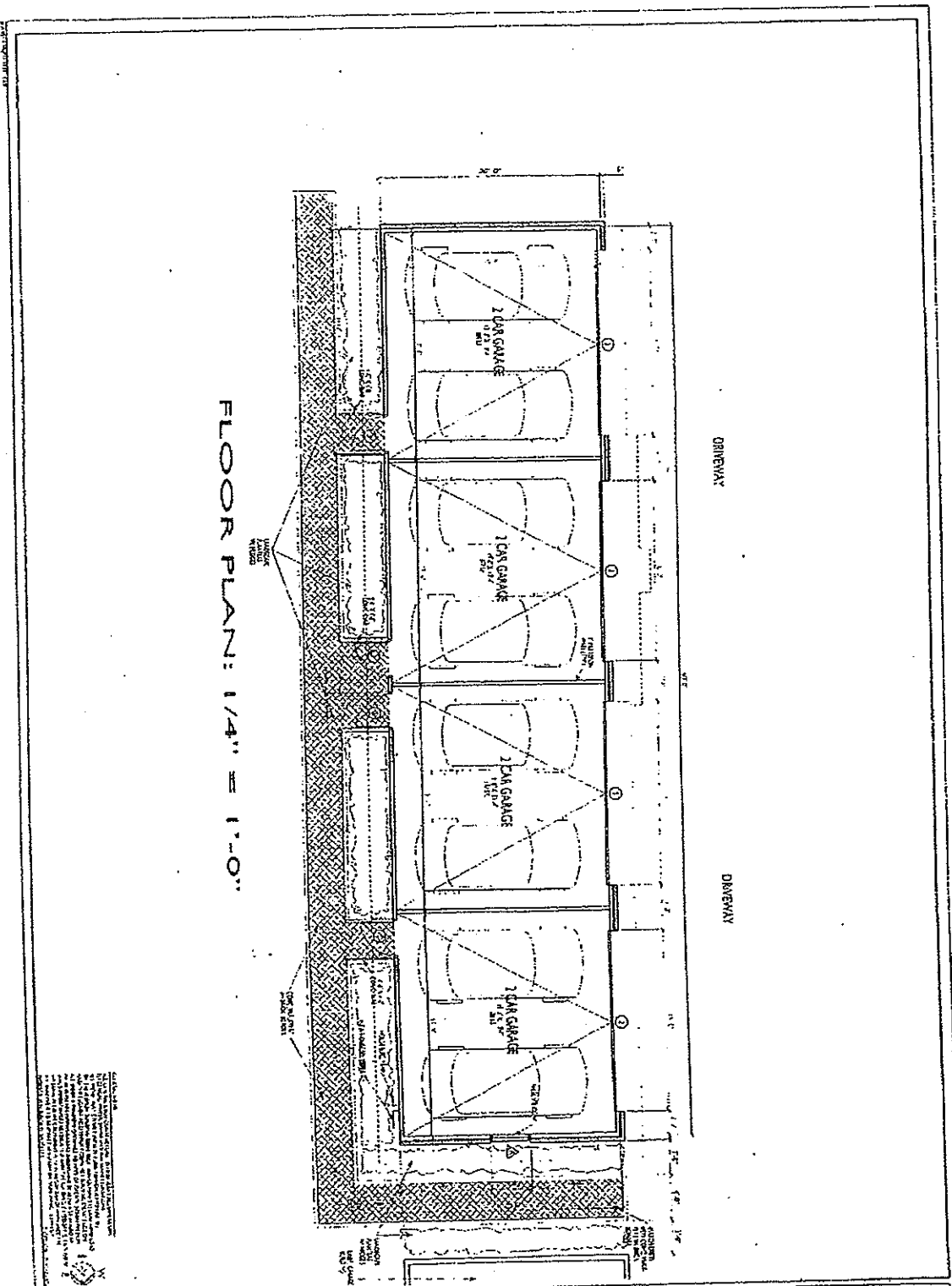
NOTES:  
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 2. THE PROPOSED GARAGE BLDG. IS TO BE CONSTRUCTED ON THE EXISTING CONCRETE FOUNDATION.  
 3. THE EXISTING CONCRETE FOUNDATION IS TO BE REPAIRED AND REINFORCED AS NECESSARY.  
 4. THE PROPOSED GARAGE BLDG. IS TO BE CONSTRUCTED WITH 12\"/>

**BPH**  
 DESIGN INCORPORATED  
 1000 N. W. 10th Ave., Suite 100  
 Ft. Lauderdale, FL 33304  
 (954) 561-1111

DATE: 01/11/11  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN

**BAY MEADOWS DETACHED GARAGE ADDITION**

PROPERTY OWNER: ANTONIO S. LEONARDO, BAY MEADOWS CONDOMINIUM ASSOCIATION, 3820 S.W. 30th Ave., Davie, FL 33317  
 PROJECT LOCATION: 516 NORTH MOCHA ROAD, ORCHARD REACH 2014, BAY MEADOWS CONDOMINIUM, 12 UNITS, BAY MEADOWS, ORCHARD REACH II, DA  
 GENERAL CONTRACTOR: BAY CUSTOM BUILDERS, INC., ROBERT A. YARBANK, 1455 S.W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33304 (954) 561-1111



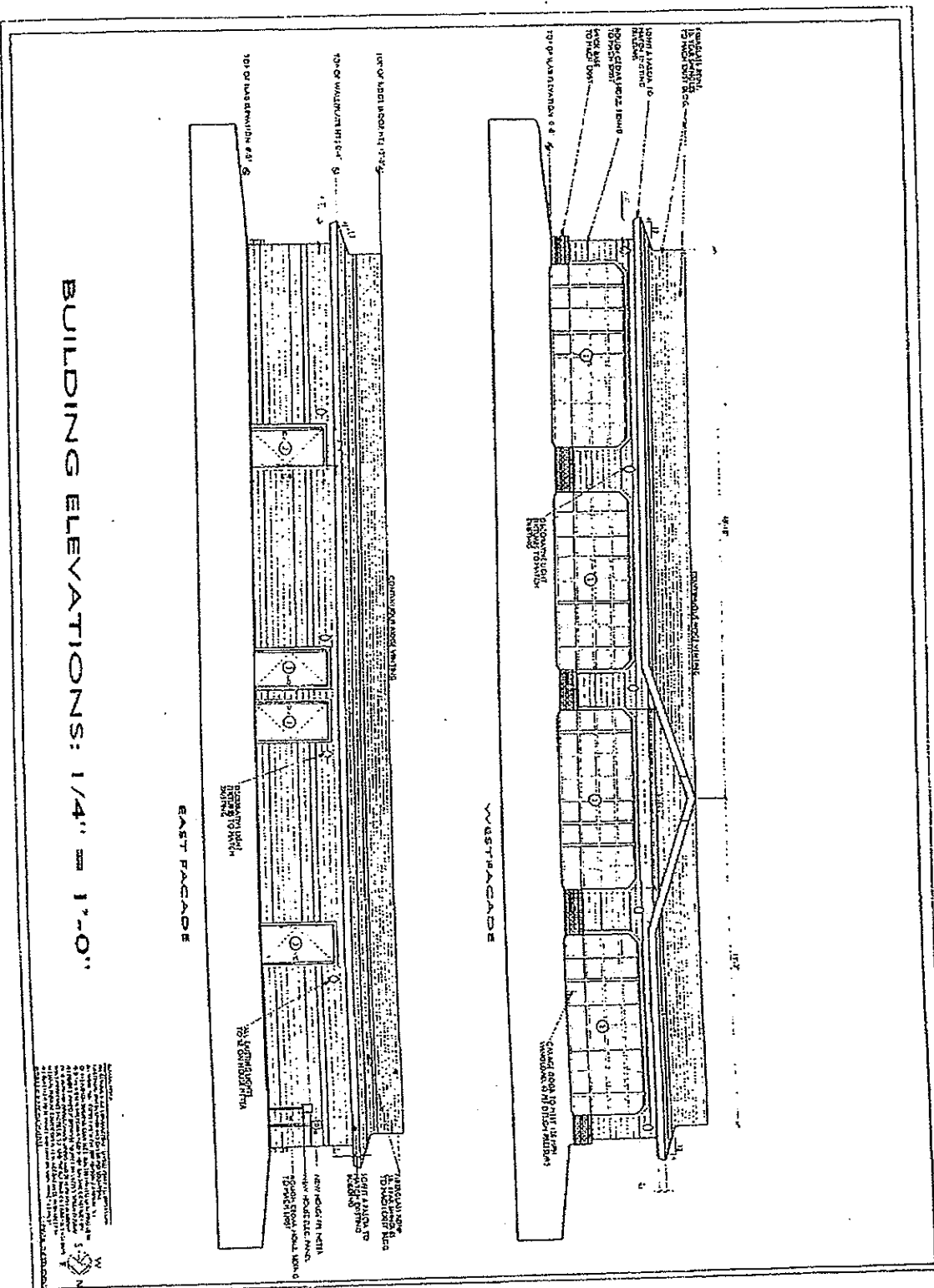
FLOOR PLAN: 1/4" = 1'-0"

ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.  
 ALL DOORS ARE 6'0" HIGH UNLESS NOTED OTHERWISE.  
 ALL WINDOWS ARE 6'0" HIGH UNLESS NOTED OTHERWISE.  
 ALL FLOORS ARE 4" THICK UNLESS NOTED OTHERWISE.  
 ALL ROOFS ARE 12/12 UNLESS NOTED OTHERWISE.  
 ALL EXTERIOR FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.  
 ALL INTERIOR FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.  
 ALL MECHANICAL AND ELECTRICAL SYSTEMS ARE TO BE DETERMINED BY THE ARCHITECT.  
 ALL STRUCTURAL REQUIREMENTS ARE TO BE DETERMINED BY THE ARCHITECT.  
 ALL MATERIALS AND METHODS OF CONSTRUCTION ARE TO BE DETERMINED BY THE ARCHITECT.  
 ALL NOTES AND SPECIFICATIONS ARE TO BE DETERMINED BY THE ARCHITECT.  
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

**BPI**  
 DESIGN INCORPORATED  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111  
 WWW.BPIDENVER.COM

## BAY MEADOWS DETACHED GARAGE ADDITION

PROPERTY OWNER: ANTHONY S. LEEHARD, BAY MEADOWS CONDOMINIUM ASSOCIATION, INC., PH. 303.733.1100, 1100 EXETER BLVD., BOSTONIA BEACH, ILL.  
 PROJECT LOCATION: 584 NORTH MOON ROAD, GAYDOND BEACH, BAY MEADOWS CONDOMINIUMS, 1/4 LOTS, PARCEL # \_\_\_\_\_, GAYDOND BEACH, ILL.  
 GENERAL CONTRACTOR: NEW CLUSTON BUILDERS, INC. ROBERT A. WENDELL, 1151 NORTH MOON ROAD, HOLLY HILL, R. 01114, (618) 271-7711, FAX: (618) 271-7712



BUILDING ELEVATIONS: 1/4" = 1'-0"

NOTES:  
 1. ALL WORK TO BE ACCORDING TO THE SPECIFICATIONS AND PERMITS.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.  
 4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
 5. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION THROUGHOUT THE PROJECT.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.  
 7. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION THROUGHOUT THE PROJECT.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

**BPI**  
 DESIGN INCORPORATED  
 1000 S. GARDEN AVENUE  
 SUITE 100  
 ANAHEIM, CA 92810  
 (714) 771-1111  
 WWW.BPIDESIGN.COM

**CLIENT:** BAY MEADOWS  
**DATE:** 10/12/11

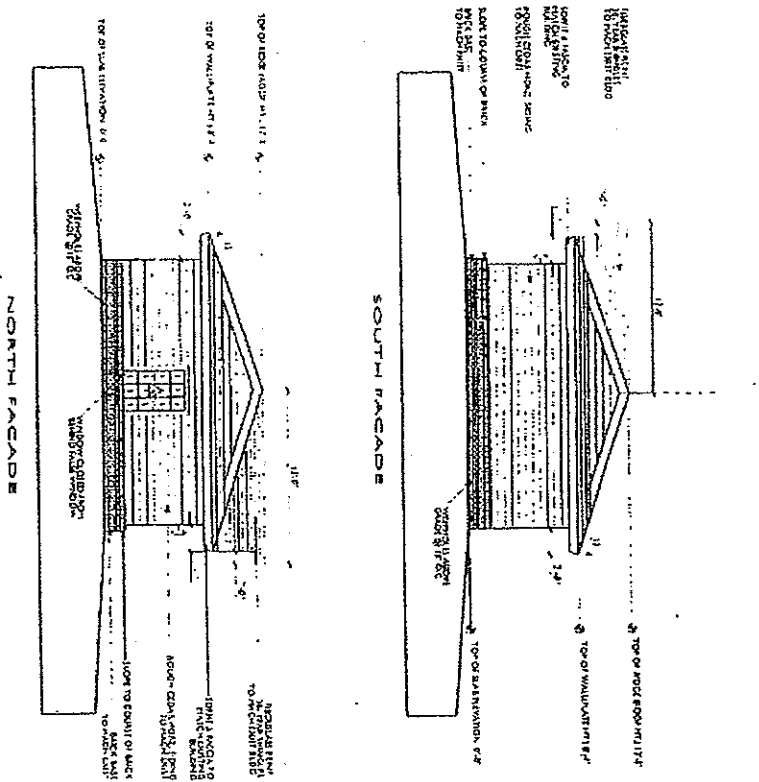
**SCALE:** 1/4" = 1'-0"

**PROJECT:** BAY MEADOWS DETACHED GARAGE ADDITION

**BAY MEADOWS DETACHED GARAGE ADDITION**

PROPERTY OWNER: ANDREY S. LOPRANZO, BAY MEADOWS CONDO OWNERS ASSOCIATION, 3825 S. 20TH AVE., DE BEVOISE, FL 32008  
 PROJECT LOCATION: THE NORTH BAYVIEW BEACH OFFSHORE BEACH 300 PM, BAY MEADOWS CONDO OWNERS ASSOCIATION, 3825 S. 20TH AVE., DE BEVOISE, FL 32008  
 GENERAL CONTRACTOR: BAY CUSTOM BUILDERS, INC., ROBERT A. WILSON, 1111 N. BAYVIEW BEACH BLVD., SUITE 100, DE BEVOISE, FL 32008

BUILDING ELEVATIONS: 1/4" = 1'-0"



NOTES:  
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 2. FINISH FLOOR TO BE 1/2\"/>

**BPP**  
 DESIGN INCORPORATED  
 1000 W. 10TH AVENUE  
 DENVER, CO 80202  
 (303) 733-1111

PROJECT: BAY MEADOWS  
 DATE: 01/10/07

SCALE: 1/4" = 1'-0"

REVISIONS:  
 1. 01/10/07

**BAY MEADOWS DETACHED GARAGE ADDITION**

PROPERTY OF: THE BAY MEADOWS HOMEOWNERS ASSOCIATION, INC. 1000 W. 10TH AVENUE, DENVER, CO 80202  
 PROJECT LOCATION: BAY MEADOWS HOMEOWNERS ASSOCIATION, 1000 W. 10TH AVENUE, DENVER, CO 80202  
 CENTRAL CONTRACTOR: NEW CLUSTERS SUBSIDIARY, INC. PROJECT ADDRESS: BAY MEADOWS HOMEOWNERS ASSOCIATION, 1000 W. 10TH AVENUE, DENVER, CO 80202

**JOINDER AND CONSENT TO FOURTH  
AMENDMENT OF THE DECLARATION  
OF CONDOMINIUM**

Joan Mead, owner of unit 309 of Baymeadows at Tomoka Oaks, a Condominium, according to the Declaration of Condominium of Baymeadows at Tomoka Oaks, was recorded in Official Records Book 2775, Page 1795 Public Records of Volusia County, Florida; and was subsequently amended by those certain First, Second and Third Amendments to the Declaration of Condominium as recorded in Official Records Book 2797, page 1767, Official Records Book 3138, page 0766, and Official records Book 3402, Page 1891, respectively, all Public Records of Volusia County, Florida, hereby join in and consent to the foregoing Fourth Amendment to the Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, this Joinder and Consent is executed this 30<sup>th</sup> day of March, 2017.

Executed in the presence of:

Shayna Morrow  
Nancy Perkins

Joan Mead  
Joan Mead

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing Joinder and Consent was acknowledged before me this 30<sup>th</sup> day of March, 2017, by Joan Mead and said person(s) acknowledged before me that they executed the foregoing instrument for the purposes therein expressed.



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

**JOINDER AND CONSENT TO FOURTH  
AMENDMENT OF THE DECLARATION  
OF CONDOMINIUM**

ELAINE Rogut, owner of unit 310 of Baymeadows at Tomoka Oaks, a Condominium, according to the Declaration of Condominium of Baymeadows at Tomoka Oaks, was recorded in Official Records Book 2775, Page 1795 Public Records of Volusia County, Florida; and was subsequently amended by those certain First, Second and Third Amendments to the Declaration of Condominium as recorded in Official Records Book 2797, page 1767, Official Records Book 3138, page 0766, and Official records Book 3402, Page 1891, respectively, all Public Records of Volusia County, Florida, hereby join in and consent to the foregoing Fourth Amendment to the Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, this Joinder and Consent is executed this      day of March, 2017.

Executed in the presence of:

JAMES MURRAY  
ELAINE Rogut

James Murray  
Elaine Rogut

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing Joinder and Consent was acknowledged before me this 2 day of March, 2017, by Elaine Rogut and said person(s) acknowledged before me that they executed the foregoing instrument for the purposes therein expressed.



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

JOINDER AND CONSENT TO FOURTH  
AMENDMENT OF THE DECLARATION  
OF CONDOMINIUM

Anthony S Lombardo Rev. Trust, owner of unit 311 of Baymeadows at Tomoka Oaks, a Condominium, according to the Declaration of Condominium of Baymeadows at Tomoka Oaks, was recorded in Official Records Book 2775, Page 1795 Public Records of Volusia County, Florida; and was subsequently amended by those certain First, Second and Third Amendments to the Declaration of Condominium as recorded in Official Records Book 2797, page:1767, Official Records Book 3138, page 0766, and Official records Book 3402, Page 1891, respectively, all Public Records of Volusia County, Florida, hereby join in and consent to the foregoing Fourth Amendment to the Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, this Joinder and Consent is executed this \_\_\_ day of March, 2017.

Executed in the presence of:

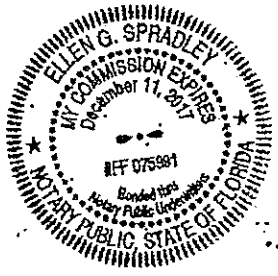
DARLA ZIMMERMAN

Darla Zimmerman  
Lisa Jordan  
LISA JORDAN

Anthony S. Lombardo

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing Joinder and Consent was acknowledged before me this 7<sup>th</sup> day of April, 2017, by Anthony S. Lombardo and said person(s) acknowledged before me that they executed the foregoing instrument for the purposes therein expressed.



Ellen G. Spradley  
Notary Public, State of Florida at Large  
My Commission Expires: ELLEN G. Spradley

**JOINDER AND CONSENT TO FOURTH  
AMENDMENT OF THE DECLARATION  
OF CONDOMINIUM**

Nancy Perkins, owner of unit 312 of Baymeadows at Tomoka Oaks, a Condominium, according to the Declaration of Condominium of Baymeadows at Tomoka Oaks, was recorded in Official Records Book 2775, Page 1795 Public Records of Volusia County, Florida; and was subsequently amended by those certain First, Second and Third Amendments to the Declaration of Condominium as recorded in Official Records Book 2797, page 1767, Official Records Book 3138, page 0766, and Official records Book 3402, Page 1891, respectively, all Public Records of Volusia County, Florida, hereby join in and consent to the foregoing Fourth Amendment to the Declaration of Condominium of Baymeadows at Tomoka Oaks, a Condominium to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, this Joinder and Consent is executed this 30<sup>th</sup> day of March, 2017.

Executed in the presence of:

Shayna Morrow  
Joan Mead

James Murray  
Nancy Perkins

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing Joinder and Consent was acknowledged before me this 30<sup>th</sup> day of March, 2017, by Nancy Perkins & James Murray and said person(s) acknowledged before me that they executed the foregoing instrument for the purposes therein expressed.



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