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EXHIBIT D
TO
DECLARATION OF CONDOMINIUM
BY-LAWS

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

OF

BAYMEADOWS AT TOMOKA OAKS, INC.

(A corporation not for profit under
the Laws of the State of Florida.)

1. IDENTITY

These are the By-Laws of BAYMEADOWS AT TOMOKA OAKS, INC. called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on November 6, 1985. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, (called the Condominium Act in these (By-Laws), which condominium is identified by the name BAYMEADOWS AT TOMOKA OAKS, a condominium, and is located at 566-596 N. Nova Road, Ormond Beach, Florida 32074, on lands more fully described in the Articles of Incorporation of the Association.

1.1 The provisions of these By-Laws are applicable to Baymeadows At Tomoka Oaks, Inc., and the terms and provisions hereof are expressly subject to and shall be controlled by the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Volusia County, Florida.

1.2 All present or future owners, tenants, future tenants, or their employees, or any other person that might use Baymeadows At Tomoka Oaks, a condominium, or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium and the rules and regulations adopted pursuant thereto.

1.3 The office of the Association shall be at 673 Beville Road, South Daytona, Florida 32019.

1.4 The fiscal year of the Association shall be the calendar year.

1.5 The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article 4 of the Articles of Incorporation of the Association, which provisions are incorporated herein by reference.

2.2 At members' meetings, a quorum shall consist of members present in person or by proxy entitled to cast a majority of the votes of the Association. Actions approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Association, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or other provisions of these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the

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minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2.3 Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

3.1 The Annual Members' Meeting shall be held at 673 Beville Road, South Daytona, Florida 32019, or such other place as designated by the Board of Directors, at 7:30 o'clock P.M., Eastern Standard Time, on the 2nd Thursday in November of each calendar year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members of the Association owning a majority of the units.

3.3 Notice of all members' meetings, stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be an affidavit provided by an officer of the Association. This affidavit shall be included in the Official Records of the Association. Written notice of all members' meetings shall also be posted in the recreation building at least fourteen (14) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings.

3.4 A vote of the owners of a unit owned by more than one person or by a corporation or other entity, or under lease will be cast by the person named in a Certificate signed by all of the owners of the apartment or unit and filed with the Secretary of the Association, and such Certificate shall be valid until revoked or until superseded by a subsequent Certificate. A Certificate designating the person entitled to cast the vote for a unit may be revoked by any one of the owners of the unit. If such a Certificate is not on file, the vote of such owner shall not be considered in determining the requirements for a quorum, nor for any other purpose.

3.5 If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.6 The order of business at annual members' meetings and as far as practical at other members' meetings shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of directors.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

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3.7 Provided, however, that until a majority of the directors of the Association are elected by the members other than the Developer, the proceedings of all meetings of the Association shall have no effect unless approved by the Board of Directors. Members of the Board of Directors shall be elected as set forth in Paragraph 4 below and in Article 6 of the Articles of Incorporation.

4. BOARD OF DIRECTORS

4.1 The Board of Directors of the Association shall consist of three (3) persons, who need not be members of the Association, and who may be authorized representatives, officers or employees of a corporate member of the Association.

4.2 Election of directors shall be conducted in the following manner:

a. The first Board of Directors of the Association shall be elected by Baymeadows of Tomoka Oaks, a Florida Joint Venture (hereafter "Developer"), and shall hold office until their successors are elected by members other than the Developer and have qualified. The names and address of the members of the first Board of Directors are set forth in Article 6 of the Articles of Incorporation of the Association, the provisions of which are incorporated herein by reference.

b. Members other than the Developer shall have the right to elect successors to the original Board of Directors upon the occurrence of the events set forth in Article 6 of the Articles of Incorporation of the Association and the Association shall, on or before 60 days after unit owners other than Developer are entitled to elect members of the Board, call and give not less than 30 nor more than 40 days notice of a meeting of unit owners for that purpose. Such meeting may be called and notice given by any unit owner if the Association fails to do so.

c. After the unit owners other than the Developer are entitled to elect a member or members of the Board of Administration, Developer shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors that it shall be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by Developer by written instrument presented to the meeting at which such election is held, said individual or individuals so designated and so selected by Developer shall be directors of the Association for all purposes, and shall thence forth perform the office and duties of such directors until their successors have been selected or elected in accordance with the provisions of these By-Laws and the Articles of Incorporation.

d. All members of the Board of Directors whom Developer shall not be entitled to designate and select shall be elected by a plurality of the votes cast at the special meeting called to elect the members of the Board of Directors.

e. Other than the special election of successor-directors required by Section 718.301 of the Florida Statutes, the election of directors shall be held at the annual members' meeting.

f. The election of directors shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. There shall be appurtenant to each unit as many votes for directors as there are directors to be elected, provided, however, that no member or owner of any unit may cast more than one vote for any person nominated as a director, it being the intent hereof that voting for director shall be non-cumulative.

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g. Except as otherwise provided herein, vacancies in the Board of Directors occurring between annual meetings of the members of the Association shall be filled by the remaining directors.

h. Any director elected by unit owners other than the Developer may be removed by a concurrence of a majority of all the voting interests at a special meeting of the members called for that purpose, in accordance with Chapter 718.112(2)(k) Florida Statutes. The vacancy in the Board of Directors so created shall be filled by the membership of the Association at the same meeting.

i. None of the directors selected by the Developer shall be subject to removal by the members other than the Developer.

j. In the event that Developer in accordance with the right and privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacement of any person or persons designated by Developer to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced, and the name or names of the person or persons designated as successor or successors to the persons so removed from the Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Baymeadows At Tomoka Oaks, a Florida joint venture, to any officer of the Association.

k. The term of each Director's service will extend until the next annual meeting of the members, and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.3 The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors, at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present. The outgoing President of the Board of Directors will preside over said organizational meeting until the new officers are elected.

4.4 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors and shall be open to all unit owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting and except in emergency, notice of such meetings shall be posted conspicuously 48 hours in advance for the attention of unit owners.

4.5 Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of 1/3 of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Except in emergency, notice of such meetings shall be posted conspicuously 48 hours in advance for the attention of unit owners.

4.6 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.7 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If any Directors' meeting cannot be organized because a quorum has not attended, or because a greater percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.8 The Presiding Officer of Directors' meetings shall be the President, and in his absence, the Directors present shall designate one of their number to preside.

4.9 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes of the State of Florida, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' units to defray the costs of the condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

b. To maintain, repair, replace, and operate the condominium property.

c. To purchase insurance upon the condominium property and insurance for the protection of the Association; as well as liability insurance for the protection of the Directors.

d. To reconstruct improvements after casualty.

e. To make and amend regulations governing the use of the property, real and personal, in the condominium so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

f. To approve or disapprove proposed purchasers or tenants of units in the manner specified in the Declaration of Condominium;

g. To acquire, operate, manage and otherwise deal with property, real and personal, as may be necessary or convenient in the operation and management of Baymeadows At Tomoka Oaks, a condominium, and in accomplishing the purposes set forth in the Declaration of Condominium, including specifically to acquire or lease an apartment unit for the manager.

h. To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

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i. To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and rules and regulations promulgated governing use of the property in the condominium.

j. To pay all taxes and assessments which are liens against any part of Baymeadows At Tomoka Oaks other than the appurtenances thereto, and to assess the same against the members and their respective apartments subject to such liens;

k. To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate units; and

l. After proper notice and opportunity for hearing, to levy fines against members for violations of the Declaration of Covenants and Restrictions, or any Amendment or supplement thereto, the By-Laws of the Association or rules and regulations duly adopted by the Association or its Board of Directors. Any complaint for which a fine is intended to be levied shall be in writing and shall be delivered to the Board of Directors or its designated agent. The Board of Directors shall thereupon provide written notice to the owner of the lot or unit against which the fine is intended to be assessed of the specific nature of the alleged violation and of an opportunity for a hearing before the Board of Directors or its designated hearing panel upon a request made within five days of the sending of the notice. The notice shall also specify that each recurrence of the alleged violation or each day during which it continues it shall be deemed a separate offense subject to a separate fine not to exceed \$50.00 for each offense.

If a hearing is timely requested, the Board of Directors or the hearing panel which it designates shall hold same and shall hear any defense to the charges, including any witness that the alleged violator, the unit owner or the Association may produce. Any party at the hearing may be represented by counsel.

Subsequent to any hearing, or if no hearing is timely requested, the Board of Directors or the hearing panel which it designates shall determine whether there is sufficient evidence of a violation or violations, and if the determination is made that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

A fine pursuant to this section shall be assessed against the owner of the lot or unit which the violator occupied or was visiting at the time of the violation, whether or not the violator is an owner of that unit, or, if the violation is by an agent, employee, contractor, subcontractor or materialman, then against the owner of the lot or unit who retained the agent or employee or to or from whose property the contractor or subcontractor was going at the time the offense was committed. The Association may withhold approval of transfer or lease of a unit against whose owner a fine has been levied. Nothing herein shall be construed to interfere with any right that a lot owner or unit owner may have to obtain from a violator reimbursement of any fine or fines assessed against that unit or lot owner.

Nothing herein shall be construed as prohibition of or a limitation of the right of the Board of Directors to pursue other means to enforce the provisions of the various Association documents, including, but not limited to, legal action for damages or injunctive relief.

m. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

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4.10 Fees. No fee shall be paid for the service as a Director of the Association.

4.11 The compensation of any employee of the Association shall be fixed by the directors. The Board of Directors is not precluded from employing a director as an employee of the Association and compensating him as an employee, nor precluded from contracting with a director for the management of the condominium.

5. OFFICERS

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be pre-emptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary, an Assistant Secretary, or the Vice president. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. Any Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. FISCAL MANAGEMENT

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

6.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

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

6.3 Budget. The Board of Directors will adopt a budget for each calendar year, unless the Board of Directors elect a difference fiscal year basis. The budget will include the estimated funds required to defray the common expenses.

a. If a budget is adopted by the Board of Directors which requires assessments against unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, the Board upon written application of ten percent (10%) of the voting interests to the Board shall call a special meeting of the unit owners, to be held upon not less than ten (10) days written notice to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget. The revision of the budget shall require a vote of not less than a majority of the voting interests. The Board of Directors may, in any event, propose a budget to the unit owners at a meeting of members, or by writing; and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of all the voting interests by a writing, such budget shall be adopted, and shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth. In determining whether assessments exceed one hundred fifteen percent (115%) of the similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property, or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to the condominium property. Provided, however, that so long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

b. A copy of the proposed annual budget of common expenses and proposed assessments shall be mailed to the unit owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a written notice of the time and place of such meeting.

6.4 Assessments. Assessments against the units for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 10 of the year preceding the year for which the assessments are made. The amount required from each unit to meet the annual budget shall be divided into twelve equal assessments, one of which shall be due on the first day of each month of the year for which the assessments are made. If assessments are not made annually as required, monthly assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in this amount shall be due on the first day of each month until changed by an amended assessment. In the event a previously adopted budget shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expense for the ensuing year and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these By-Laws.

A late charge of \$25.00 shall automatically be assessed against any unit owner whose assessment of any installment thereof is not received within fifteen (15) days after the due date thereof; and an additional late charge of \$25.00 (making a total of \$50.00) shall be automatically assessed against any unit owner whose assessment is not received within thirty (30) days from the due date thereof. Assessments not paid within thirty (30) days from the due date shall also bear interest at the rate of 18% per annum until such delinquent assessment or installment and all interest and late charges due thereon have been paid in full to the Association.

a. Special Assessments

For Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments or common expenses will be made only after notice of the need for such is given to the members. After such notice, and upon approval by not less than a majority of the membership of the Association, the assessment will become effective and it will be due after thirty (30) days notice in such manner as the Board of Directors may require in the notice of assessment.

6.5 If the Developer holds units for sale in the ordinary course of business, no action shall be taken by the Association that would be detrimental to the sales of units by the Developer without the written approval of Developer. An increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

6.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.7 Within 60 days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenses by accounts and classifications as required by the Condominium Act.

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

8. AMENDMENTS

Except as elsewhere provided otherwise, these By-Laws may be amended in the following manner:

8.1 Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association owning a majority of the units in the condominium, whether meeting as members or by instrument in writing signed by them.

8.2 Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

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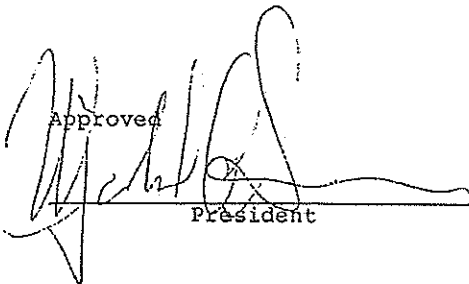
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8.3 In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the members owning not less than 2/3 of the voting interests in the condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Volusia County, Florida, within ten (10) days from the date on which any amendment of amendments have been affirmatively approved by the Directors and members.

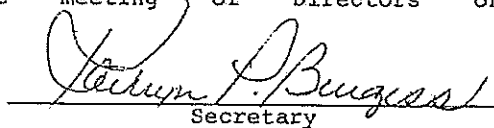
8.4 At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

8.5 Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article 4 hereof, may be adopted or become effective without the prior written consent of Baymeadows At Tomoka Oaks, a Florida joint venture. No amendment to these By-Laws shall make any changes in the qualifications for membership nor the voting rights of members. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium or the Articles of Incorporation of this Association.

The foregoing were adopted as the By-Laws of Baymeadows At Tomoka Oaks, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of Directors on November 6, 1985, 1985.

Approved


President



Secretary

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.

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

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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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 B 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
Wileen S. Travers

BY: [Signature]
President
Attest Linda D. Charles
Assistant Secretary

(CORPORATE SEAL)

BY: Intervest Construction, Inc.,
a Florida corporation

[Signature]
[Signature]

BY: [Signature]
President
Attest [Signature]
Secretary

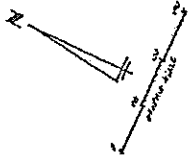
(CORPORATE SEAL)

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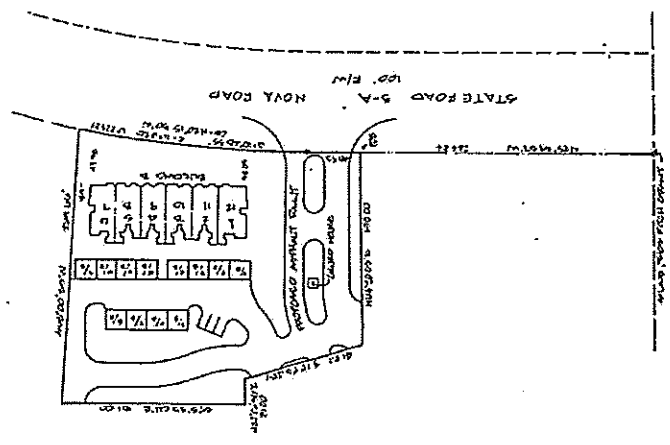
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"EXHIBIT A"

BAYMEADOWS AT TOMOKA OAKS
CONDOMINIUM
PHASE I



NOTE: THE PLANNED UNIT DEVELOPMENT (PUD) IS SUBJECT TO THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS AND THE VOLUSIA COUNTY BOARD OF ALDEES AND SUPERVISORS. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS AND THE VOLUSIA COUNTY BOARD OF ALDEES AND SUPERVISORS. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS AND THE VOLUSIA COUNTY BOARD OF ALDEES AND SUPERVISORS.



SHEET 2 OF 20
REVISED 11/13/70

CONSTITUTE BY NUMBER
1. 100' WIDE RIGHT OF WAY
2. 100' WIDE RIGHT OF WAY
3. 100' WIDE RIGHT OF WAY
4. 100' WIDE RIGHT OF WAY
5. 100' WIDE RIGHT OF WAY
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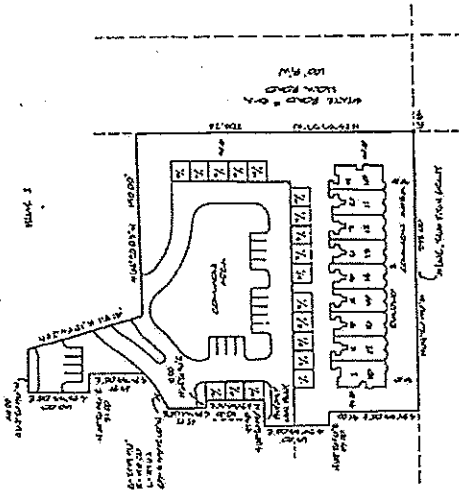
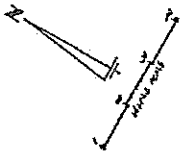
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- 2. 100' WIDE RIGHT OF WAY
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- 5. 100' WIDE RIGHT OF WAY
- 6. 100' WIDE RIGHT OF WAY
- 7. 100' WIDE RIGHT OF WAY
- 8. 100' WIDE RIGHT OF WAY
- 9. 100' WIDE RIGHT OF WAY
- 10. 100' WIDE RIGHT OF WAY

**BAYMEADOWS AT TOMOKA OAKS
CONDOMINIUM
PHASE II**

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SHEET 3 OF 20



UNIT 101
UNIT 102
UNIT 103
UNIT 104
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UNIT 106
UNIT 107
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UNIT 198
UNIT 199
UNIT 200

- NOTES:
1. OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND UTILITIES.
 2. OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND UTILITIES.
 3. OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND UTILITIES.
 4. OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND UTILITIES.

LEGEND:

1. UNIT 101	2. UNIT 102	3. UNIT 103	4. UNIT 104
5. UNIT 105	6. UNIT 106	7. UNIT 107	8. UNIT 108
9. UNIT 109	10. UNIT 110	11. UNIT 111	12. UNIT 112
13. UNIT 113	14. UNIT 114	15. UNIT 115	16. UNIT 116
17. UNIT 117	18. UNIT 118	19. UNIT 119	20. UNIT 120
21. UNIT 121	22. UNIT 122	23. UNIT 123	24. UNIT 124
25. UNIT 125	26. UNIT 126	27. UNIT 127	28. UNIT 128
29. UNIT 129	30. UNIT 130	31. UNIT 131	32. UNIT 132
33. UNIT 133	34. UNIT 134	35. UNIT 135	36. UNIT 136
37. UNIT 137	38. UNIT 138	39. UNIT 139	40. UNIT 140
41. UNIT 141	42. UNIT 142	43. UNIT 143	44. UNIT 144
45. UNIT 145	46. UNIT 146	47. UNIT 147	48. UNIT 148
49. UNIT 149	50. UNIT 150	51. UNIT 151	52. UNIT 152
53. UNIT 153	54. UNIT 154	55. UNIT 155	56. UNIT 156
57. UNIT 157	58. UNIT 158	59. UNIT 159	60. UNIT 160
61. UNIT 161	62. UNIT 162	63. UNIT 163	64. UNIT 164
65. UNIT 165	66. UNIT 166	67. UNIT 167	68. UNIT 168
69. UNIT 169	70. UNIT 170	71. UNIT 171	72. UNIT 172
73. UNIT 173	74. UNIT 174	75. UNIT 175	76. UNIT 176
77. UNIT 177	78. UNIT 178	79. UNIT 179	80. UNIT 180
81. UNIT 181	82. UNIT 182	83. UNIT 183	84. UNIT 184
85. UNIT 185	86. UNIT 186	87. UNIT 187	88. UNIT 188
89. UNIT 189	90. UNIT 190	91. UNIT 191	92. UNIT 192
93. UNIT 193	94. UNIT 194	95. UNIT 195	96. UNIT 196
97. UNIT 197	98. UNIT 198	99. UNIT 199	100. UNIT 200

DEFINITION OF TERMS:
 ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS SHALL BE TO OUTLINE UNLESS OTHERWISE SPECIFIED.
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 ALL DIMENSIONS SHALL BE TO CENTERLINE OF RAILROAD UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS SHALL BE TO CENTERLINE OF CANAL UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS SHALL BE TO CENTERLINE OF DRAINAGE CANAL UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS SHALL BE TO CENTERLINE OF UTILITY LINE UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS SHALL BE TO CENTERLINE OF CURB UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS SHALL BE TO CENTERLINE OF SIDEWALK UNLESS OTHERWISE SPECIFIED.
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 ALL DIMENSIONS SHALL BE TO CENTERLINE OF PATIO UNLESS OTHERWISE SPECIFIED.
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 ALL DIMENSIONS SHALL BE TO CENTERLINE OF ESCAPE STAIR UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS SHALL BE TO CENTERLINE OF MECHANICAL ROOM UNLESS OTHERWISE SPECIFIED.
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 ALL DIMENSIONS SHALL BE TO CENTERLINE OF WATER CLOSET UNLESS OTHERWISE SPECIFIED.
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 ALL DIMENSIONS SHALL BE TO CENTERLINE OF DRIVE UNLESS OTHERWISE SPECIFIED.
 ALL DIMENSIONS SHALL BE TO CENTERLINE OF PARKING UNLESS OTHERWISE SPECIFIED.

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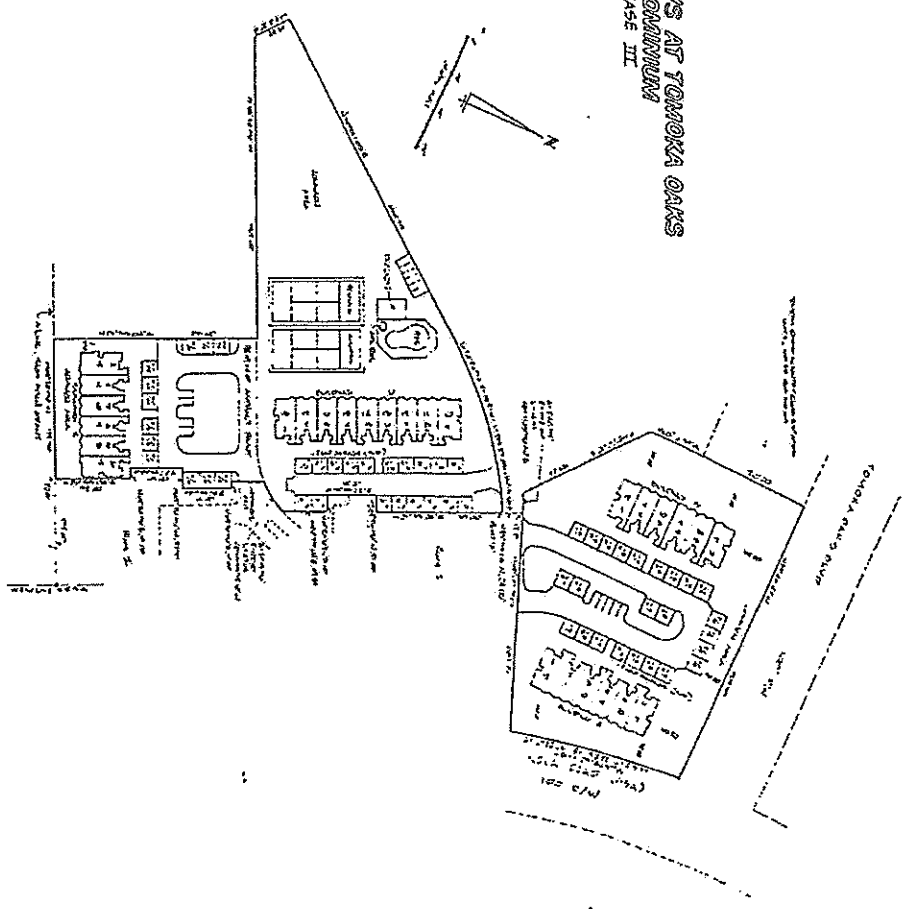
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FLORIDA

1. The following is a list of the names of the persons who are the owners of the units in the Condominium:

Unit No.	Owner Name
101	John A. Smith
102	Jane B. Doe
103	Robert C. Johnson
104	William D. White
105	Elizabeth E. Green
106	Michael F. Brown
107	Sarah G. Black
108	David H. Gray
109	Christine I. White
110	James K. Black
111	Patricia L. Gray
112	Richard M. White
113	Linda N. Black
114	Thomas O. Gray
115	Barbara P. White
116	Charles Q. Black
117	Michelle R. Gray
118	Steven S. White
119	Kimberly T. Black
120	Gregory U. Gray
121	Angela V. White
122	Christopher W. Black
123	Stephanie X. Gray
124	Jonathan Y. White
125	Rebecca Z. Black
126	Andrew AA. Gray
127	Heather BB. White
128	Kevin CC. Black
129	Christina DD. Gray
130	Brandon EE. White
131	Brittany FF. Black
132	Justin GG. Gray
133	Vanessa HH. White
134	Garrett II. Black
135	Brooklyn JJ. Gray
136	Isaac KK. White
137	Chloe LL. Black
138	Lucas MM. Gray
139	Olivia NN. White
140	Levi OO. Black
141	Sophia PP. Gray
142	Isaac QQ. White
143	Chloe RR. Black
144	Lucas SS. Gray
145	Olivia TT. White
146	Levi UU. Black
147	Sophia VV. Gray
148	Isaac WW. White
149	Chloe XX. Black
150	Lucas YY. Gray
151	Olivia ZZ. White
152	Levi AAA. Black
153	Sophia BBB. Gray
154	Isaac CCC. White
155	Chloe DDD. Black
156	Lucas EEE. Gray
157	Olivia FFF. White
158	Levi GGG. Black
159	Sophia HHH. Gray
160	Isaac III. White
161	Chloe JJJ. Black
162	Lucas KKK. Gray
163	Olivia LLL. White
164	Levi MMM. Black
165	Sophia NNN. Gray
166	Isaac OOO. White
167	Chloe PPP. Black
168	Lucas QQQ. Gray
169	Olivia RRR. White
170	Levi SSS. Black
171	Sophia TTT. Gray
172	Isaac UUU. White
173	Chloe VVV. Black
174	Lucas WWW. Gray
175	Olivia XXX. White
176	Levi YYY. Black
177	Sophia ZZZ. Gray
178	Isaac AAAA. White
179	Chloe BBBB. Black
180	Lucas CCCC. Gray
181	Olivia DDDD. White
182	Levi EEEE. Black
183	Sophia FFFF. Gray
184	Isaac GGGG. White
185	Chloe HHHH. Black
186	Lucas IIII. Gray
187	Olivia JJJJ. White
188	Levi KKKK. Black
189	Sophia LLLL. Gray
190	Isaac MMMM. White
191	Chloe NNNN. Black
192	Lucas OOOO. Gray
193	Olivia PPPP. White
194	Levi QQQQ. Black
195	Sophia RRRR. Gray
196	Isaac SSSS. White
197	Chloe TTTT. Black
198	Lucas UUUU. Gray
199	Olivia VVVV. White
200	Levi WWWW. Black

**BAYMEADOWS AT TOMOKA OAKS
CONDOMINIUM
PHASE III**



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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

31380766

EXHIBIT 11

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM