

12/08/1998 13:15
Instrument # 9B233753
Book: 4376
Page: 924

This Instrument Prepared by:
Marry Ellen G. Koberg, Esquire
Post Office Box1268
Daytona Beach, Florida 32115-1268

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF THE
ORMOND HERITAGE CONDOMINIUM MANAGEMENT ASSOCIATION, INC.**

THIS IS TO CERTIFY THAT:

The following is a true copy of the Amendment to the By-Laws of THE ORMOND HERITAGE CONDOMINIUM MANAGEMENT ASSOCIATION, INC., which Amendment was, after due and proper notice, approved by the mandatory percentage of condominium owners at a properly called membership meeting, as follows:

WHEREAS, the By-Laws of THE ORMOND HERITAGE CONDOMINIUM MANAGEMENT ASSOCIATION, INC. was recorded in Official Record Book 4045, beginning at Page 4655, Public Records of Volusia County, Florida, and

WHEREAS, it is the desire of at least the required number of individual condominium unit owners to amend ¶ 7.1(a) of the aforesaid By-Laws;

NOW, THEREFORE, ¶ 7.1 (a) of the By-Laws is amended as follows:

See Exhibit " A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, THE ORMOND HERITAGE CONDOMINIUM MANAGEMENT ASSOCIATION, INC. has executed the above and foregoing Amendment this 1st day of December, 1998.

WITNESSES:

David Butterfield

Printed Name: David Butterfield

Manzie R. Lawfer

Printed Name: Manzie R. Lawfer

**THE ORMOND HERITAGE CONDOMINIUM
MANAGEMENT ASSOCIATION, INC.**

By: **Gerry Smiley**

Gerry Smiley, President

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to and subscribed before me this 1st day of December, 1998, by GERRY SMILEY, of The Ormond Heritage Condominium Management Association, Inc., a Florida corporation on behalf of the corporation, who has produced a Florida Drivers, License as identification.

(SEAL)

Patricia L. Hyatt

Patricia L. Hyatt

Notary Public.

Commission Number *CC546210*

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Diane M. Matouser:
Volusia County. Clerk of Court

The ORMOND HERITAGE CONDOMINIUMS
Management Association, Inc.

BUDGET AMENDMENT TO BY-LAWS

II. AMENDMENT -BUDGET/AMENDMENT TO BY-LAWS (page 14, ¶7.1 Budget). Following is the wording of the proposed amendment and this brings ¶7.1 in line with ¶7.3 (page 13) Depository, which reads: Reserve and operating funds of the Association may be commingled for purposes of investment, but separate ledgers must be maintained for each account.

(Note: Deletions are indicated with a "strike-through" (example-), additions are underlined.

7.1 **Budget**

(a) Adoption of Budget by Board of Directors, The board of directors shall adopt a budget for each calendar year that shall include the estimated funds, including a reasonable allowance for contingencies, required to defray the Common Expenses, and which shall include estimated funds for capital replacements or repairs. The funds allocated for reserves for capital replacements shall be collected and maintained as a special fund for capital replacements or repairs. The amounts collected and allocated to the special fund for capital replacement or repair may be commingled for investment purposes, provided that monies continue from time to time shall be maintained in a separate account by the Association. Reserves are to be accounted for separately common expenses and shall be fully funded unless properly waived or reduced. Such funds shall only be used for the purposes for which they are reserved unless their use for other purposes is approved in advance by a vote of the majority of the voting interests of the Association present at a duly called meeting of the Association. Amounts collected for the special fund for capital replacements or repairs may be commingled in the same bank account with ~~shall be maintained in a bank account separate and apart from~~ other Association funds and shall be considered contributions to Association capital by members. The combination account balance may never be lesser than the reserve fund balance.

EXHIBIT A

04/24/1996 09.22
Instrument # 96069727
Book: 4098
Page: 2971

CERTIFICATE OF APPROVAL OF RESOLUTION

THE UNDERSIGNED OFFICERS, of THE ORMOND HERITAGE CONDOMINIUM MANAGEMENT ASSOCIATION, INC., (the "Association"), do hereby certify that all of the Directors approved the Resolution described hereinbelow based upon the affirmative votes of all of The directors at special meeting held by such Directors on the 17th day of April 1996, to consider the said Resolution. Notice of the subject matter of the proposed amendment to the Declaration of Condominium was included in the notice of the meeting at which the proposed amendment was considered.

AT SUCH MEETING, held on the day and month set forth above, the following Resolution was adopted:

IT IS HEREBY RESOLVED, that Paragraph 10.10 of the Declaration of Condominium of The Ormond Heritage, a Condominium, is hereby amended to read as follows:

10.10 Antennae. No television or radio antennae or towers of any nature except for television dish receivers of not more than twenty-four (24) inches in width shall be erected on any part of the condominium property, with the further exception that one antenna or receiver may be used as a master antenna for each building. Unit owners may arrange for and pay for the installation of such dish television receivers on the condominium roof at a location approved by the association.

THIS AMENDMENT hereby modifies and amends the Declaration of Condominium of The Ormond Heritage, a Condominium, which Declaration was recorded in Official Records Book 4045, Page 4588, Public Records of Volusia County, Florida.

THIS CERTIFICATE is executed this 17th day of April, 1996.

THE ORMOND HERITAGE CONDOMINIUM
MANAGEMENT ASSOCIATION, INC.

Phillis Vance

Phillis Vance

(Printed Name of Witness)

BY: Edwin W. Peck, Sr.

Edwin W. Peck, Sr., President

Phillis Vance

Phillis Vance

(Printed Name of Witness)

ATTEST: Terrell C. Davidson

TERRELL C. DAVIDSON, SECRETARY

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Page: 2972
Diane H. Matousek
Volusia County, Clerk of Court

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned notary public, duly authorized in the State and County named above, appeared **EDWIN W. PECK, SR and TERRELL C. DAVIDSON**, the **PRESIDENT and Secretary**, respectively, of **THE ORMOND HERITAGE CONDOMINIUM MANAGEMENT ASSOCIATION, INC.**, a Florida Corporation not for profit, and they (a) are personally known to me; or (b) provided the following form of identification: _____

and they acknowledged that they executed the foregoing instrument on behalf of the corporation, and for the purposes therein intended and did/did not take an oath this 17th day of April, 1996.

Phyllis M. Vance

Phyllis M. Vance

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED
BY: G. LARRY SIMS, ESQUIRE
POST OFFICE DRAWER 265669
DAYTONA BEACH, FLORIDA 32126-05669

069727

12/27/1995
Instrument # 95198993
Book: 4065
Page: 2390

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE ORMOND HERITAGE A CONDOMINIUM**

THE ORMOND ASSOCIATES, a Florida General Partnership, 2430 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, being the Developer described under the Declaration of Condominium of The Ormond Heritage, a Condominium, as recorded in Official Records Book 4045, Page 4588, Public Records of Volusia County,

Florida (the "Declaration of Condominium") does hereby file this First Amendment to the Declaration of Condominium to include the certificate of Surveyor evidencing substantial completion of the condominium improvements, as provided in Florida Statutes 718.104(4)(e) and as provided under Paragraph 3.1 of the Declaration of Condominium. Also attached to this First Amendment to Declaration of Condominium is the Joinder of Mortgagee and Assignment of Developer's Rights.,

IN WITNESS WHEREOF, the Developer has caused this First Amendment to Declaration of Condominium to be executed this 21st day of December, 1995.

WITNESSES

Laura F. Buckley

Laura F. Buckley

(Printed Name of Witness)

G. Larry Sims

G. Larry Sims

(Printed Name of Witness)

THE ORMOND ASSOCIATES, a
Florida General Partnership

BY: PECK REALTY AND CONDOMINIUM
DEVELOPMENT, INC., General Partner

By: **Edwin W. Peck, Sr.**

EDWIN W. PECK, SR., PRESIDENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned notary public duly authorized in the state and County named above to take oaths and acknowledgments, appeared EDWIN W. PECK, SR., President of PECK REALTY AND CONDOMINIUM DEVELOPMENT, INC., General Partner of THE/ORMOND ASSOCIATES, a Florida General Partnership, and he (a) ✓ is personally known to me; or (b)___ provided the following form of identification: _____, and he executed the foregoing instrument on behalf of the said General Partnership and for the purposes therein expressed this day of December, 1995.

Laura F. Buckley

Laura F. Buckley

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED
BY: G. LARRY SIMS, ESQUIRE
POST OFFICE DRAWER 265669
DAYTONA BEACH, FLORIDA 32126-5669

SLIGER & AS

PROFESSIONAL

CERTIFICATE OF SURVEYOR

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

I, **STEVEN T. KRUGER**, of Port Orange, Volusia County, Florida, certify as follows:

1. I am a surveyor authorized to practice in the State of Florida; my surveyor's registration number is 4722.

2. This Certificate is made as to **THE ORMOND HERITAGE, A CONDOMINIUM** located at Ormond Beach, Florida.

3. The undersigned, has examined the survey, graphic descriptions and plot plan comprising Exhibit "A" to the Declaration of Condominium of **THE ORMOND HERITAGE, A CONDOMINIUM** as set forth herein. " ,

4. This Certificate of Surveyor is made upon completion of the condominium construction and is attached to the First Amendment to the Declaration of Condominium of The Ormond Heritage, a Condominium which is recorded in Official Records Book 4045, at Page 4588 of the Public Records of Volusia County, Florida.

5. The construction of The Ormond Heritage, a Condominium is substantially complete so that the exhibits to the Declaration and the provisions of the Declaration describing the condominium property are an accurate representation of the location and dimensions of the improvements so that the identification location and dimensions of the common elements of each unit can be determined from these materials.

By: **Steven T. Kruger**

STEVEN T. KRUGER

SWORN AND SUBSCRIBED TO before me this **26th** day of **Dec.**, 1995, by **Steven T. Kruger**, of **Sliger & Assoc., Inc.**, who is personally known to me or provided the following identification: _____, and who did take an oath.

James R. Fisher

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

JOINDER OF MORTGAGEE AND ASSIGNMENT
OF DEVELOPER'S RIGHTS

First Union National Bank of Florida ("FUNB"), the owner and holder of a mortgage from THE ORMOND ASSOCIATES, a Florida general partnership, ("Developer"), recorded in Official Records Book 3922, page 1275, of the public records of Volusia County, Florida (the "Mortgage"), encumbering the property described therein (the "Mortgaged Property"), and Developer agree as follows:

1. FUNB does hereby consent to the execution and recording of the First Amendment To the Declaration Of Condominium (the "Declaration") of The Ormond Heritage, A Condominium (the "Condominium") recorded in Official Records Book 4065 page 2390 or under Clerk's No. 198993 in the public records of Volusia County, Florida, and hereby joins in the execution of the Declaration.

The Joinder is made without any representation or warranty, expressed or implied by virtue of law, statute, decisional or otherwise, as to the legality or validity of the Declaration, the condition of the land and improvements constituting the Condominium or their habitability, usefulness or fitness for any purpose and does not constitute a subordination of the lien of the Mortgage to any lien or assessment created or provided for in the Declaration or any other Condominium Documents (as hereinafter defined) or to any other lien encumbering or affecting the Mortgaged Property.

2. If FUNB, its nominee, designee, or any purchaser of FUNB's interest in the Mortgaged Property acquires title to any portion of the Mortgaged Property which is subject to the Declaration, by reason of foreclosure of the Mortgage or conveyance to FUNB, its nominee, designee or such other purchaser by deed in lieu of foreclosure of the Mortgage or subject to the Mortgage (i) FUNB, its nominee, designee, or such other purchaser shall succeed to all of the rights of and benefits accruing to Developer under the Declaration, Articles of Incorporation of the association for the Condominium (the "Association"), Bylaws of the Association, any purchase contract and any other documents in connection with the Condominium (the "Condominium Documents") and FUNB, its nominee, designee or such other purchaser shall be entitled to exercise all of the rights of and benefits accruing to the Developer under the Condominium Documents as if FUNB, its nominee, designee, or such other purchaser was originally named as the Developer in the Condominium Documents; (ii) FUNB, its nominee, designee, or such other purchaser shall have the immediate right to remove any and all directors and officers of the Association, anything in the Condominium Documents to the contrary notwithstanding and thereupon FUNB, its nominee, designee, or such other purchaser shall have the right to appoint directors and officers of the Association,

anything in the Condominium Documents to the contrary notwithstanding; and (iii) FUNB, its nominee, designee or such other purchaser shall have the right to designate the agent to receive service of process upon the Association. Contemporaneously with the recording of the Declaration in the Public Records of Volusia County, Florida, or at such later date as FUNB shall request, Developer agrees to execute and deliver to FUNB such documents as FUNB and its counsel may require in order to insure that the provisions of this paragraph will be validly and legally enforceable and effective against Developer and all parties claiming by, through, under or against Developer, including without limiting the generality thereof, a modification of the Mortgages in which the rights to be transferred under this paragraph are validly and legally assigned to FUNB. Developer hereby constitutes FUNB, its agents and attorneys as agent for Developer to execute on behalf of Developer any documents necessary to validly and legally carry out the right granted to FUNB under the terms of this paragraph. The foregoing power is deemed to be a power coupled with an interest and is irrevocable by Developer. To the extent any of the provisions of the Bylaws and any other Condominium Documents are inconsistent with the provisions of this paragraph, and to the extent not inconsistent with the provisions of Florida statutes Chapter 718, the Bylaws and any other Condominium are hereby modified.

IN WITNESS WHEREOF, the undersigned have executed this Joinder Of Mortgages And Assignment Of Developer's Rights this 26 day of December 1995.

Signed, sealed and delivered
in the presence of:

FIRST UNION NATIONAL BANK
OF FLORIDA

Neil J. Kvusnak

Print Name: Neil J. Kvusnak

Nelda J. Monroe

Print Name: Nelda J. Monroe

BY: Timothy R. Poe

Timothy R. Poe

Its: Vice President

THE ORMOND ASSOCIATES, a
Florida General Partnership

Terrell C. Davidson

Print Name: Terrell C. Davidson

G. Larry Sims

Print Name: G. Larry Sims

BY: PECK REALTY & CONDOMINIUM
DEVELOPMENT, INC.

Its: Edwin W. Peck, Sr.

Edwin W. Peck, Sr., President
"Develpoer"

Book: 4065
Page: 2395
Diane H. Matousek
Volusia County, Clerk of Court

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26th day of December, 1995, by Timothy R Poe, as Vice President of First Union National Bank of Florida, a national banking association, on behalf of the association, who is/is not personally known to me and who did/did not produce the following identification _____ (driver's license # and issuing state) and who did (did not) take an oath.

G. Larry Sims

Print Name: G. Larry Sims
Notary Public, State and County
last aforesaid

My Commission expires:

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledge before me this 26th day of December, 1995, by Edwin W. Peck, Sr. as President of Peck Realty on behalf of said corporation, who I personally known to me or who produced _____ as identification and who did (did not) take an oath.

G. Larry Sims

Print Name G. Larry Sims
Notary Public, State and County
last aforesaid

My commission expires:

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS AFFIDAVIT is being made this 21 day of December, 1995, by and before the undersigned notary public authorized to take oaths and acknowledgments in the State of Florida, and before whom appeared EDWIN W. PECK, SR., President of PECK REALTY AND CONDOMINIUM DEVELOPMENT, INC., Managing General Partner of THE ORMOND ASSOCIATES, pursuant to Florida statutes §620.605, and upon his oath, the undersigned EDWIN W. PECK, SR. swears and affirms as follows:

1. That he is the President of Peck Realty and Condominium Development, Inc., a Florida Corporation, General Partners of The Ormond Associates.

2. That the only two partners of The Ormond Associates are Peck Realty and Condominium Development, Inc., a Florida Corporation, and The Ormond Associates, Inc., a Florida Corporation.

3. The two corporations referred to hereinabove are the only partners in the partnership known as The Ormond Associates from its inception to the current date. They are the partners currently existing.

4. The Partnership Agreement of The Ormond Associates authorizes the Managing General Partner, Peck Realty and Condominium Development, Inc., to convey title to condominium units upon completion of The Ormond Heritage Condominium, without joinder of any other party. The said execution of deeds and conveyances from The Ormond Associates is in the ordinary course of the partnership business and deeds executed in such manner shall be binding on the partnership.

5. The purpose of this Affidavit is to confirm the authority of Peck Realty and Condominium Development, Inc. as Managing General Partner to execute conveyances of condominium units in The Ormond Heritage Condominium, and to confirm that such conveyances are for apparently carrying on in the usual way the business of the partnership. This Affidavit shall be deemed to have complied with the provisions of Florida statutes 620.60 regarding the partnership being bound by acts of a partner, and shall further be deemed to comply with Florida Statutes 620.605(1) evidencing the identity of the partners.

FURTHER AFFIANT SAYETH NOT.

WITNESSES:

PECK REALTY AND CONDOMINIUM
DEVELOPMENT, INC.

Laura F. Buckley

By: **Edwin W. Peck, Sr.**

Laura F. Buckley

Edwin W. Peck, Sr., President

(Printed Name of Witness)

G. Larry Sims

G. Larry Sims

(Printed Name of Witness)

SWORN TO AND SUBSCRIBED TO before me, the undersigned
Notary Public, this 21 day of December, 1995, by EDWIN W. PECK, SR.,
President of PECK REALTY AND CONDOMINIUM DEVELOPMENT, INC., who
(a) is personally known to me; or (b) provided the
following identification: _____
and he under oath and for the purposes
executed the foregoing instrument therein expressed.

Laura F. Buckley

Laura F. Buckley

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED
BY: G. LARRY SIMS, ESQUIRE
POST OFFICE DRAWER 265669
DAYTONA BEACH, FLORIDA 32126-5669