


Prepared by and return to: 
Anthony Pinizzotto, Esq.
3959 S. Nova Road, Suite 23
Port Orange, Florida 32127

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM, BY-LAWS AND ARTICLES OF INCORPORATION
OF
THE DANBURY BREAKERS

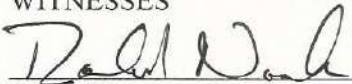
NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on April 27, 2013, by a vote of not less than two-thirds the voting interests of the Association and after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium, By-Laws and Articles of Incorporation for THE DANBURY BREAKERS as originally recorded in Official Records Book 2067, Page 1119, et seq., of the Public Records of Volusia County, Florida, be and the same are hereby amended as follows:


1. The Declaration of Condominium of THE DANBURY BREAKERS is hereby amended in accordance with Exhibit "A" attached hereto and entitled "AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE DANBURY BREAKERS."
2. The By-laws of DANBURY BREAKERS CONDOMINIUM ASSOCIATION, INC., being Schedule "C" to the Declaration of Condominium of THE DANBURY BREAKERS are hereby amended in accordance with Exhibit "B" attached hereto entitled "Amended and Restated By-Laws of DANBURY BREAKERS CONDOMINIUM ASSOCIATION, INC."
3. The Articles of Incorporation of DANBURY BREAKERS CONDOMINIUM ASSOCIATION, INC., being Schedule "D" to the Declaration of Condominium of THE DANBURY BREAKERS are hereby amended in accordance with Exhibit "C" attached hereto entitled "Amended and Restated Articles of Incorporation of DANBURY BREAKERS CONDOMINIUM ASSOCIATION, INC."

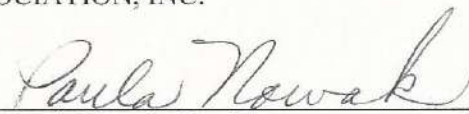
IN WITNESS WHEREOF, DANBURY BREAKERS CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment executed in accordance with the authority hereinabove expressed this 10th day of May, 2013.

DANBURY BREAKERS CONDOMINIUM
ASSOCIATION, INC.

WITNESSES


Printed Name: ROBERT NOWAK

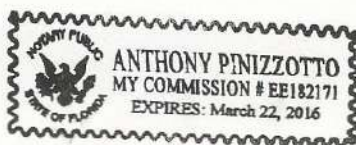

Printed Name: Anthony Pinizzotto


By: 
Paula Nowak, President
3747 South Atlantic Avenue, #103
Daytona Beach Shores, Florida 32118



STATE OF FLORIDA)
COUNTY OF VOLUSIA)

On this 10th day of May, 2013, personally appeared Paula Nowak, President, and acknowledged before me that she executed this instrument for the purposes expressed herein.




Notary Public
My commission expires:

AMENDED AND RESTATED CONDOMINIUM DECLARATION OF
THE DANBURY BREAKERS

* * * * *

This Amended and Restated Condominium Declaration of THE DANBURY BREAKERS (the "Condominium") is to that certain Condominium Declaration recorded in Official Records Book 2067, Page 1119, et seq., of the Public Records of Volusia County, Florida, as amended in Official Records Book 2171, Page 217, of the Public Records of Volusia County, Florida. The original Condominium Declaration submitted the lands therein described to the condominium form of ownership, contained a survey of the lands therein described, and identified each unit in the Condominium. The original Condominium Declaration, as amended, is hereby amended and restated in its entirety.

NOW, THEREFORE, THIS AMENDED AND RESTATED DECLARATION is made this 10th day of May, 2013, by the DANBURY BREAKERS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
SUBMISSION OF PROPERTY

1.1 Statement of Intent and Purpose: The property hereinafter described and the improvements thereon have been submitted to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, commonly known as the Florida Condominium Act, and hereinafter referred to as the "Act".

The property that is the subject of this Declaration is certain real property located in Volusia County, Florida and described as follows:

The Southerly 1/2 of Lot 22 and all of Lots 23, and 24, Block 5 OCEAN VIEW SECTION OF HALIFAX ESTATES, as per Map recorded in Map Book 11, Page 100 of the Public Records of Volusia County, Florida.

And hereinafter referred to as the "Property".

One (1) building containing thirty (30) residential units and related facilities has been constructed upon the Property. One heated swimming pool, and other recreational facilities have also been constructed on a portion of the Property.

1.2 Name: The name by which this condominium shall be identified is THE DANBURY BREAKERS, hereinafter referred to as the "Condominium".

1.3 Submission of Property: The Property and the improvements constructed thereon have been submitted to the condominium form of ownership pursuant to the provisions of the Act and a plan has been published for the individual ownership of the several separate units (as defined in the Act) together with the undivided interest of such individual and separate owner or owners in all of the remaining real property hereinafter defined as "Common Elements", which became effective upon the recording of the original Declaration in the public records of Volusia County, Florida.

1.4 Covenants and Restrictions: The following declarations as amended and restated are hereby made as to the division covenants, restrictions, limitations, conditions and uses to which said real property and the improvements thereon may be put, specifying that this Declaration shall constitute covenants to run with the land, binding on the undersigned, its successors and assigns, and all subsequent owners of any part of said property and the improvements thereon, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns, all as provided by the Act.

ARTICLE II DEFINITIONS

2.1 Statutory Definitions: The definitions and meanings of terms set forth in Section 718.103 of the Act are hereby incorporated by reference in this Declaration.

2.2 Other Definitions: For the purposes of this Declaration all terms used herein and not specifically defined elsewhere shall have the following meanings:

- (a) "Association" shall mean THE DANBURY BREAKERS CONDOMINIUM ASSOCIATION, INC.: a non-profit corporation under the laws of the State of Florida, and all of the owners acting as a group, in accordance with the Condominium Documents o the purpose of administering the affairs of the Condominium.
- (b) "Common Elements" shall be all the parts of the Condominium Property not included within the unit boundaries as described in Schedule "A" and not designated as Limited Common Elements.
- (c) "Common Expenses" include (i) expenses of administration; expenses of maintenance, operation, repair, or replacement of the Common Elements, and of the portions of units to be maintained by the Association; (ii) expenses declared Common Expenses by provisions of this Declaration or by the By-laws; and (iii) any valid charge against the Condominium as a whole, such as ad valorem taxes for the year in which this Declaration is recorded.
- (d) "Condominium Documents" shall mean the documents by which THE DANBURY BREAKERS will be established, including this Declaration, Articles of Incorporation, the By-Laws of the Association, and all plats and plans required to be recorded pursuant to the Florida Condominium Act, all of which documents are or will be attached to this Declaration and made a part hereof.
- (e) "Owner" shall mean a unit Owner as defined in the Act and shall include the record Owner, whether one or more persons, of fee simple title to any unit and the portion of the Common Elements attributable to such unit ownership, excluding those persons having such as interest merely as a security for the performance of an obligation or debts.
- (f) "Utility Services" as used in the Act and construed with reference to the Condominium and as used in this Declaration and the By-laws, shall include but not limited to electric power, hot and cold water, and garbage and sewage disposal.

- (g) "Limited Common Elements" shall include those certain portions of the Common Elements limited to the exclusive use and enjoyment of a unit Owner as more particularly described on Schedule "A".

ARTICLE III
DEVELOPMENT

3.1 General: Construction has been completed upon an improvement of the Property in accordance with certain architectural and land use plans more particularly described in Schedule "B" of this Declaration. The Property is divided in thirty (30) separate condominium parcels, each subject to the provisions of this Declaration. Each condominium parcel shall consist of a unit, its appurtenant percentage of undivided interest in the Common Elements and voting rights assigned to the unit.

3.2 Description of Units: There are three typical unit floor plans which are designated by the capital letters, C, S and O. The units are contained within the building depicted on the survey more particularly specified in Schedule "B" of this Declaration. The survey and drawings are accurate reflections of the improvements constructed on the Property.

3.3 Parking Garage: A 16 vehicle parking garage is located in front of the condominium building as depicted in Schedule "B". The Developer has assigned the exclusive right to use the 16 garage parking spaces to various unit Owners. Such spaces are limited common elements. The Board of Directors, at the unit Owners' expense and pursuant to the following provision, shall be responsible for maintaining the parking garage. Unit Owners who have been assigned the exclusive right to use the garage parking spaces shall be responsible for all of the expenses associated with the parking garage including, but not limited to the maintenance, repair, replacement and insurance. Each Owner shall be responsible for the maintenance, repair and replacement of its own garage door and opener. However, the Board of Directors shall have the right to have all of the garage doors replaced at the same time, at the unit Owners' expense as provided above. The Board of Directors shall maintain a list of unit Owners that have been assigned garage parking spaces. A unit Owner who has been assigned a garage parking space may, with written approval from the Board of Directors, reassign or lease said garage parking space to another unit Owner (but not to anyone who is not a unit Owner). A conveyance of a unit shall also transfer to the buyer the right to use the seller's parking garage space (whether said space was assigned by the Developer or another unit Owner), if any, that the seller has not previously transferred or assigned, without the necessity of reference to or description of the parking space in the deed. The garage parking spaces are solely for the use and enjoyment of the unit Owners so assigned or their tenants and may not be used by anyone not residing in the Condominium.

3.4 Parking Restrictions: Passenger automobiles, sport-utility vehicles, pick-up trucks and vans (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Except for a commercial vehicle parked on a temporary basis while being used by a contractor performing services at the Property, commercial vehicles shall be prohibited on the Property. "Commercial vehicles" as used in this paragraph means any vehicle that displays any signage, tools or equipment that is of a commercial nature, or any vehicle with or without signage, tools or equipment that is primarily designed to be used for commercial purposes regardless of whether the vehicle is actually used for commercial purposes.

ARTICLE IV
OPERATION AND MANAGEMENT

4.1 Association: The operation and management of the Condominium shall be by the DANBURY BREAKERS CONDOMINIUM ASSOCIATION, INC., (the "Association"), a corporation not for profit under the laws of the State of Florida. Each unit Owner shall be a member of the Association. A copy of the Amended and Restated Articles of Incorporation of the Association which set forth its powers and duties is attached hereto as new Schedule "D". A copy of the Amended and Restated By-laws of the Association is attached hereto as Schedule "C". The Owner of each unit shall automatically, upon becoming the owner of such unit, be a member of the Association and shall remain a member of said Association until such time as his or her ownership ceases for any reason. Membership in the Association shall thus be an appurtenance to each unit and shall pass with the conveyance of the unit to each successive Owner. Each Owner, by the acceptance of a deed or other instrument evidencing his or her ownership interest, shall accept membership in the Association and shall be subject to the power and authority of the Association. No Owner, whether one or more persons, shall have more than one membership per unit.

4.2 Effective Date: The Association became into being upon approval of the Articles of Incorporation by the Secretary of State. Commencing on that date, each purchaser or Owner of a unit shall be subject to all of the terms and conditions of this Declaration, the power and authority of the Association and to all assessments and charges levied by the Association pursuant to the provisions of the Declaration.

4.3 Limitation upon Liability of Association: Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Condominium unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

4.4 Restraint upon Assignment of Shares and Assets: A share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his or her Condominium Unit.

4.5 Voting Rights: The rights of the unit Owners to vote shall be as provided in the By-laws.

ARTICLE V
USE RESTRICTIONS

5.1 Use Restrictions: In addition to the other covenants and conditions contained in this Declaration, the following specific use restrictions shall apply to the Condominium:

- (a) All units at the Condominium shall be occupied and used by the respective Owners only as a private residential property for the Owner, his or her family, tenants and social guests, and for no other purpose.
- (b) In order to preserve the architectural appearance of the Condominium as the same was originally designed and constructed, no Owner shall change, modify or alter in any way or manner whatsoever the design and appearance of any of the exterior

surfaces, facades and elevations from that of its original construction, nor shall any Owner paint or decorate the surface of any exterior masonry or brick structure or member; nor change the color of any exterior surface or exterior door, gate or fence, nor change the color of the exterior lights; nor install, erect, or attach to any part of the exterior of his or her unit any sign of any kind whatsoever; nor install, erect or attach to any part of the exterior or roof of the unit any sort of radio or television aerial; nor shall any Owner erect or construct any fence or exterior wall other than those constructed in the original construction, unless such Owner shall have first obtained the consent in writing of at least fifty-one percent (51%) of all of the other unit Owners and such lenders as may have title or interest in any unit of the Condominium.

- (c) All Owners of units of the Condominium covenant and agree, by acceptance of their deeds of conveyance, that the administration of the Condominium shall in all respects be in accord with the provisions of the Act pursuant to which this Declaration is made; this Declaration and its Schedules; and the By-laws of the Association. The Declaration and By-laws shall at all times be deemed to conform to the Act and any amendments thereto, but otherwise, the Declaration and By-laws shall be amended only by the appropriate action of the Association as authorized by the By-laws of such Association.

5.2 Confirmation of Use Restrictions: So long as Florida law limits the period during which covenants restricting lands to certain uses may run, it shall be the duty of the Board of Directors to cause this Declaration to be amended of record when necessary by filing a document bearing the signature of the of Owners having a majority of voting interest of the Condominium reaffirming and newly adopting the Declaration and covenants then existing in order that the same may continue to be covenants running with the land. Such adoption by a majority shall be binding on all.

5.3 Regulations: Reasonable regulations concerning the use of the units, appurtenances thereto, and Common Elements and facilities may be made and amended from time to time by the Board of Directors of the Association; provided that copies of such regulations and amendments thereto shall be furnished by the Association to all units Owners, their families, visitors, guests, servants and agents, until and unless such regulations, rule or requirement be specifically overruled and cancelled in a regular or special meeting by the vote of Owners holding a majority of the total votes.

5.4 Binding Effect: All agreements and determinations lawfully made by the Association in accordance with the voting percentages enumerated in Schedule "A" and established in the By-laws hereto attached shall be deemed to be binding on all Owners of units, their successors, assigns or others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property.

5.5 Enforcement: Each Owner, tenant or occupant of a unit of the Condominium shall be bound to comply with the statutory or recorded provisions and the decisions or resolutions of the Association as the same may appear from time to time, and failure to do so, shall be grounds for an action to recover damages or obtain injunctive and equitable relief.

5.6 Failure of Enforcement: The failure of the Association or any unit Owner to enforce any covenant or provision of the Act, Declaration, By-laws or regulations affecting the Condominium shall not constitute a waiver of the right to do so thereafter.

5.7 Pet Restrictions: Pets shall neither be kept nor maintained in or about the Condominium Property (including any unit) except with the prior consent of the Board of Directors. Pets shall not be permitted to become nuisances to unit Owners or occupants of units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines. Pets may be kept and/or maintained in or about the Condominium Property only in accordance with the following provisions:

- (a) Each Owner may maintain one (1) household pet per Condominium unit, limited to a domestic dog, domestic cat, or such other pet as approved by the Board of Directors provided that it is not kept, bred or maintained for any commercial purpose. No guests, relatives, friends or tenants of a unit Owner shall be permitted to keep or maintain a pet in or about the Condominium Property. Any relative permanently residing in a Condominium unit with a pet at the time that this provision is approved by the Owners shall be considered grandfathered in and allowed to keep such pet provided that the unit Owner of such unit notifies the Association in writing within fifteen (15) days after this provision is approved by the Owners.
- (b) Under no circumstances shall the following breeds of dogs be permitted: Pit Bulls, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Chow Chows, Presa Canario, Boxers, and Dalmatians, Akita Inu, Bernese, Karelian Bear Dog, Rhodesian Ridgeback or any breed of guard dog trained to attack. In addition, any wolf hybrid or any breed that the Board of Directors determines is vicious or dangerous may be added to the forbidden list in the future. The foregoing prohibition applies to both purebred and mixed breed dogs.
- (c) No reptiles, amphibians or wildlife shall be kept in or on the Condominium Property.
- (d) Pet Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. No pet shall be permitted outside of its Owner's unit unless attended by an adult and on a leash not more than six (6) feet long or under voice control. Pets may not be kept on a Limited Common Element. No pets shall be allowed on the pool deck or pool area.
- (e) Without limiting the generality of the above restrictions, violation of the foregoing provisions shall entitle the Association to all of its rights and remedies including, without limitation, the right to fine unit Owners \$25.00 for the first violation and up to \$100.00 for subsequent violations, and/or to require any pet to be permanently removed from Condominium Property.

ARTICLE VI
ASSESSMENTS, INSURANCE AND LIENS

6.1 Common Expense Fund: As provided by the By-laws, the Board of Directors of the Association shall estimate the net charges to be paid during the fiscal year and the cash requirements to be assessed to the Owners of the units in accordance with the respective percentage attributable to each unit. If the estimated sum proves inadequate for any reason, including non-payment of any Owner's assessment, the Board of Directors may, at any time, levy a further assessment which shall be assessed to the Owners in like proportions. Each Owner shall be obligated to pay assessments made pursuant to the provisions of this paragraph to the Treasurer of the Association in equal monthly or quarterly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board of Directors may designate. The Common Expense fund shall be assessed to cover the following:

- (a) Management fees and expenses of administration.
- (b) Cost of insurance purchased for the benefit of all the Owners and the Association as required by this Declaration including, but not limited to, fire and other hazard coverage; public liability coverage; and such other hazard coverage as the Board of Directors determine to be in the interest of the Association and the Owners.
- (c) The expense of maintenance, operation, repair or replacement of the Common Elements including, but not limited to, preservation or repair of walls, walks, drives, streets and building exteriors as the Board of Directors may, from time to time deem appropriate.
- (d) The expense of utility services serving the Condominium.
- (e) The expense of providing for protection and safety of persons and property.
- (f) Establishment and maintenance of a reasonable operating reserve fund to cover unforeseen contingencies or deficiencies arising from unpaid assessments or liens as well as emergency expenditures authorized by the Board of Directors.

6.2 Supplemental Common Expense Fund: The Board of Directors, for the benefit of the Association and the Owners, shall be authorized to assess and provide a supplemental common expense fund for the redecorating, painting, maintenance and repair of all unit exteriors, and Common Elements except, however, that the Board of Directors shall not have the authority to pay for out of the supplemental common expense funds any sums for capital additional improvements or additions costing more than \$5,000.00 without prior approval of Owners holding a majority of the total votes.

6.3 No Exemptions: No Owner of a unit may exempt himself from liability for his or her contributions to the common expense fund or the supplements common expense fund by waiver of his or her right to use and enjoy any of the Common Elements or by the abandonment of his or her unit for which the assessments are made.

6.4 Lien for Assessments: The Board of Directors may impose a late fee, in a reasonable amount as set forth in the Regulations, for assessments paid more than fifteen (15) days past the due date. The Association shall have a lien against each Condominium unit, for any unpaid assessments against the Owner thereof, late fees, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including any appeal thereof, and whether or not legal proceedings are initiated. All such liens shall be subordinate to the lien of first mortgages or other liens recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property.

6.5 Liability of Grantee: A unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he or she is the Owner of a unit. In a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his or her share of the Common Expenses up to the time of the grant or conveyance whether or not a claim of lien had theretofore been filed as provided by law. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, if he or she shall so request, and once having been furnished with such a statement, such person shall not be liable for, nor shall the unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth, plus costs of collection of such sums, if applicable.

6.6 Insurance: The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Condominium unit Owners shall be governed by the following paragraphs numbered 6.7 through 6.12.

6.7 Authority to Purchase; named Insured: All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Condominium unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and certificates of insurance to the mortgagees of Condominium unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Board of Directors of the Association, and all policies and their endorsements shall be deposited with the Board of Directors. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

6.8 Coverage:

(a) Casualty: All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the full replacement cost, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings

on the Condominium Property including but not limited to vandalism and malicious mischief.

- (b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover liabilities of the Condominium unit Owners as a group to a Condominium Owner.
- (c) Workmen's Compensation insurance to meet the requirements of the law.
- (d) Such other insurance that the Board of Directors of the Association shall determine from time to time to be desirable.

6.9 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

6.10 Share of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Board of Directors of the Association. The duty of the Board of Directors shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Condominium unit Owners and their mortgagees in the following shares:

- (a) Proceeds on account of damage to Common Elements: An undivided share for each Condominium unit Owner, such share being the same as the undivided share of the Common Elements and Limited Common Elements appurtenant to his or her Condominium unit.
- (b) Condominium Units: Proceeds on account of damage to Condominium units shall be held in the following undivided shares:
 - (1) When an individual building is to be restored: For the Owners of damaged Condominium units in proportion to the cost of repairing the damage suffered by each Condominium unit Owner, said cost to be determined by the Association.
 - (2) When an individual building is not to be restored: An equal share for each Condominium unit Owner in said building.
- (d) Mortgages: In the event a mortgagee endorsement has been issued as to a Condominium unit, the share of the unit Owner shall be held in trust for the mortgagee and the unit Owner as their interests may appear; provided, however that no mortgagee shall have any right to determine or participate in the

determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Condominium unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in the event that insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

6.11 Distribution of Proceeds. Proceeds of insurance policies received by the Board of Directors shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- (a) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Condominium unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Condominium unit.
- (b) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Condominium unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Condominium unit.

6.12 Association as Agent: The Association is hereby irrevocably appointed Agent for each Condominium unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

ARTICLE VII REPAIRS AND RESTORATIONS

7.1 Intent: Repair, reconstruction and rebuilding of the units and/or Common Elements as used in this Declaration means restoring the units to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each unit and the Common Elements having the same vertical and horizontal boundaries as before.

7.2 Common Elements: The maintenance and operation of the Common Elements shall be the responsibility and the expense of the Association.

There shall be no alteration or further improvements of the real property constituting the Common Elements without prior approval in writing by not less than 75% of the Owners, except as provided by the By-laws, but any such alteration or improvement shall not interfere with the rights of any unit Owner. However, the cost of any such alteration or improvement shall not be assessed against a mortgagee which acquires title as the result of holding a mortgage upon a unit, unless such mortgagee has given prior written approval to the alteration or improvement. There shall be no change in the

shares and rights of a unit Owner in the Common Elements which are altered or further improved, whether or not the unit Owner contributes to the cost thereof.

7.3 Units; Association Responsibility: The Association shall maintain, repair and replace

- (1) All portions of a unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to the outside walls of the building and all fixtures on the exterior thereof; boundary walls of units; floor and ceiling slabs; and load-bearing columns and load-bearing walls; and
- (2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit which service part or parts of the Condominium other than the unit within which contained. All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

7.4 Units; Owner Responsibility: The responsibility of the unit Owner shall be

- (1) To maintain, repair, and replace at his or her expense all portions of his or her unit except the portions to be maintained, repaired and replaced by the Association;
- (2) To keep his or her unit in a clean and sanitary condition and do all the redecorating and painting which may at any time be necessary to maintain the good condition of his or her unit;
- (3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building; and
- (4) To promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.
- (5) Each unit Owner entitled to the exclusive use of an area designated as a Limited Common Element appurtenant to said unit shall be responsible for keeping said area in a clean and orderly condition.
- (6) Proviso. At reasonable times and with at least forty-eight (48) hours advance notice, except in the case of an emergency, the Board of Directors shall have the right but not the obligation to inspect the Owners' units. If in the option of a licensed contractor, an Owner's hot water heater or air conditioner is damaged or malfunctioning and poses a hazard to another unit, the common areas or the environment, the Board shall notify the Owner that he or she is required to replace such damaged or malfunctioning item. If the Owner fails to comply within fifteen (15) after the Board delivers such notice to the Owner, the Board shall have the right to have the damaged or malfunctioning item replaced and assess the cost thereof to the unit Owner as a special assessment.

7.5 Determination to reconstruct or repair after casualty: If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements: If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided, that the Condominium shall be terminated.

(b) (1) Lesser Damage: If the damaged improvement is the Condominium building, and if units to which fifty percent (50%) or more of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(2) Major Damage: If the damaged improvement is in the Condominium building, and if units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the Owners of eighty percent (80%) of the Common Elements and eighty percent (80%) mortgagees of record agree in writing to such reconstruction or repair.

7.6 Plans and specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or, in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in the Condominium building, by the Owners of not less than eighty percent (80%) of the Common Elements, including the Owners of all damaged units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged units, which approval shall not be unreasonably withheld.

7.7 Responsibility: If the damage is only to those parts of one Condominium unit for which the responsibility of maintenance and repair is that of the Condominium unit Owner, then said Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

7.8 Estimates of Costs: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

7.9 Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Condominium unit Owners who own the damaged Condominium units, and against all Condominium unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Condominium unit Owners for damage to Condominium units shall be

in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's obligation for Common Expenses.

7.10 Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Board of Directors and funds collected by the Association from assessments against Condominium unit Owners, shall be disbursed in payment of such costs in the following manner:

- (a) Association: If the property to be reconstructed and repaired is property for which the responsibility for repair and maintenance is that of the Association, construction funds shall be disbursed in a manner decided by the Board of Directors.
- (b) Condominium Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Condominium unit Owner shall be paid to the said Owner, or if there is a mortgage endorsement as to the Condominium unit, then to the Owner thereof and the mortgagee jointly, who may use such proceeds as they may be advised.
- (c) Surplus: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner that is not in excess of assessments paid by such Owner to the construction fund shall not be made payable to any mortgagee.

ARTICLE VIII

SALE, LEASE OR MORTGAGE OF UNIT

8.1 Sales and Leases; Right of First Refusal: In order to assure a community of congenial Owners and thus protect the value of the units, the sale or leasing of a unit by any Owner shall be subject to the following provisions:

- (a) Notice to Association: An Owner intending to sell or lease his or her unit shall give notice in writing to the Board of Directors of such intention, stating the name and address of the intended purchaser or lessee, the terms of the proposed transaction and such other information as the Board may reasonably require ("Owners' notice").
- (b) Alternatives of Association: Within 30 days after receipt of Owner's notice, the Board of Directors shall notify such Owner in writing ("Board's notice") that: (i) the transaction is approved; (ii) the Association will furnish a purchaser or lessee approved by the Board of Directors who will purchase or lease the unit upon terms as favorable to the Owner as the terms stated in the Owner's notice, except that the Board's purchaser or lessee shall have 30 days subsequent to the date of the Board's notice in which to close the transaction; or (iii) the Association will purchase

or lease the unit upon the terms and conditions contained within the Owner's notice, provided that the Association may obtain an appraisal of the value of the unit for purchase or lease, as the case may be, and if such appraised value is less than the amount at which the Owner intends to sell or lease, then the purchase or lease price to the Association shall be determined by the appraisal. Should the Board of Directors fail to respond to Owner's notice within 30 days, the transaction shall be deemed approved.

- (c) Leasing Restrictions: Leasing, for purposes of this Declaration means the occupancy of a Condominium unit by any person other than the unit Owner for which the unit Owner receives any consideration or benefit, including but not limited to the payment of money, goods or services. All leases, whether verbal or written agreement, shall be for a minimum period of two (2) weeks. No unit may be leased more than twenty-six (26) times per year. No single rooms or other fractional portion of a unit may be leased. The maximum number of persons residing in a leased unit shall be as follows: Six (6) persons for a two (2) bedroom unit; four (4) persons for a one (1) bedroom unit.
- (d) No Waiver: Approval by the Association's Board of Directors of any sale or lease shall not constitute a waiver of the right of approval of any other conveyance or lease or to any assignment of subletting of any previously approved lease. The approval by the Board shall be in recordable form and shall be delivered to the purchaser or lessee who shall record same.
- (e) Sale by Mortgagee: Should the holder of a first mortgage on any unit become the fee simple owner of such unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage or desire to sell under the power of sale contained in its mortgage, the sale of such fee simple interest or any lease or disposition of any interest in the unit by such mortgagee pursuant to the satisfaction of the indebtedness secured thereby may be accomplished without regard to the restrictions contained in this section provided, however, that the purchaser or lessee of such unit from such mortgagee shall take subject to this Declaration and the Act.
- (f) Approval of Corporate Owner: Inasmuch as the units may be used only for residential purposes, if the unit Owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the unit be approved by the Association.
- (g) Screening Fees: The Association shall require the seller to deposit of a reasonable screening fee to be delivered to the Association simultaneously with the giving of notice of intention to sell or lease for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee. Said screening fee shall be a sum not more than \$100.00; however, no charge shall be made for the extension or renewal of an existing lease.

- (h) Estoppel Fees and Capital Contributions: In the event that the Board of Directors receives a request for an estoppel letter in connection with the sale of a unit, the buyer shall be responsible for an estoppel fee in the amount of \$150.00. In addition, upon the transfer of title to a unit, the buyer shall pay a capital contribution to the Association in the amount of \$750.00.

8.2 Mortgaging: No Owner may mortgage his or her unit or any interest therein without the approval of the Association's Board of Directors, except to the person from whom such unit was purchased or to a bank, insurance company, a federal savings and loan association or a corporation or partnership acting as a mortgage broker whose primary interest in making any such mortgage is the placement and servicing of same with and on behalf of one of such other lending institutions described above. The existence of a "permanent commitment" from any such lending institution to purchase any such mortgage from such mortgage broker shall be conclusive evidence of such mortgage broker's intent to place any such mortgage with one of such other lending institutions whether or not such commitment is ultimately fulfilled. The approval of any mortgagee as provided for above may be upon conditions determined by the Board of Directors or may be arbitrarily withheld.

8.3 Rights of Mortgagees; Association Affairs: So long as any mortgagee shall hold a valid mortgage covering any unit of the Condominium, such mortgagee shall have the following rights:

- (a) To attend and observe, without voice or vote, all meetings of Owners, but not meetings of Board of Directors.
- (b) To receive copies of annual financial reports furnished to owners.
- (c) To inspect books and records of the Association as required to be available for Owners.
- (d) To exercise the voting right of the Owner of any unit covered by the mortgage or mortgages held by the mortgagee with respect to any question of revoking or amending in any particular the Declaration or the By-laws of the Association. For this purpose, a mortgagee (or its successors or assigns) shall be given no less than ten (10) days' notice of any meeting at which any such issue shall be raised. Upon the failure of said mortgagee (or its successors or assigns) to participate in the vote of any such issue, the Owner of the unit or units subject to the mortgage of a mortgagee (or its successors or assigns) shall be vested with full voting rights as to such issue.

In order to insure its rights under this paragraph, the mortgagee shall have first filed a written request to the Board of Directors that notice of meetings and copies of reports be sent to a named agent or representative of the mortgagee at the address stated in the request.

8.4 Additional Rights of Mortgagees: In addition to the other rights of mortgagees as provided herein, each mortgagee shall have the following rights:

- (a) The holder of any mortgage on any unit is entitled to written notification from the Association of Owners of the Condominium of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within 30 days.
- (b) Any holder of any mortgage which comes into possession of a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed, in lieu of foreclosure, shall be exempt from any right of first refusal or other restrictions on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit.
- (c) Any holder of any first mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed, in lieu of foreclosure, shall be liable for the unpaid assessments that became due before the mortgagee's acquisition of title, limited to the lesser of: (i) unpaid Common Expenses and regular periodic assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or (ii) one percent (1%) of the original mortgage debt, and for a pro rata share of any assessments or charges resulting from a pro rata reallocation of unpaid assessments or charges to all units including the mortgaged unit).
- (d) Unless all holders of first mortgage liens on individual units have given their prior written approval, the Association of Owners of the Condominium shall not be entitled to:
 - (1) Change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the Common Elements and proceeds of the project;
 - (2) Partition or subdivide any unit or the Common Elements of the project; nor
 - (3) By act or omission seek to abandon the Condominium status of the project except as provided by statute in case of substantial loss to the units and Common Elements of the Condominium project.

It shall be the duty of the Association to secure the prior approval of mortgagees for any of the preceding acts.

8.5 Void Transactions: Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be voidable at the option of any Owner or the Board of Directors until such time as same shall be approved by the Board of Directors.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.1 Conveyances: All conveyances of title in the consummation of the sale of any unit shall be by general warranty deed, which shall include the following particulars:

- (a) Description: A description of the property conveyed in the following terms:

A Condominium unit, being Unit No. _____ of THE DANBURY BREAKERS, hereinafter referred to as the "Condominium", according to a Condominium Declaration dated April 3, 1979, recorded April 16, 1979, in Official Records Book 2067, Page 1094 through 1147 inclusive of the Public Records of Volusia County, Florida, as amended and restated, together with the undivided interest in the common elements designated in the Condominium Declaration to be appurtenant to such unit.

- (b) Use: A statement of the use for which the unit is intended and restrictions on its use.
- (c) Other Matters: Any other and further matters which the grantor and grantee may deem desirable to set forth consistent with the Declaration, By-laws, and the Act.

9.2 Notices: Agent for Service: All notices, stipulations, writing, or process to be served upon the Association or upon the Board of Directors shall be delivered to the authorized agent of the Association and of the Board of Directors. Said agent shall be the then incumbent president of the Association whose name and address as appears in the minutes of the Association shall by this reference be a matter of record as part of this paragraph and Declaration. From time to time as new persons serve in the office of president, the secretary shall certify and record an amendment to this paragraph. Amending and recording for the purpose of this paragraph shall not require any formal Association action, it being intended to meet at all times the statutory requirement to disclose the name and address of a person to receive service of process.

9.3 Easements and Licenses:

- (a) Encroachments: Each unit and the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as originally designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the Owners of the units so affected agree that minor encroachments of parts of the adjacent unit or Common Elements due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.
- (b) Utilities and Public Service Facilities: There is hereby granted a general easement upon, across, over and under all of the Property for ingress, egress, installation, replacing repairing and maintaining all utilities including, but not limited to, water, sewers, telephones, gas and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to maintain the necessary poles and other equipment on the Property and to maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the units. However, no new sewers, gas lines, electrical lines, water lines or other utilities may be added to or relocated on the Property except as approved by the Board of Directors. Should any utility furnishing a service by the general easement herein provided request a specific easement by separate recordable document, the President of the Association upon proper action of the Board of Directors, shall have

the right to grant such easement on the Property, without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any recorded easement on the Property.

9.4 Captions: The captions of the various Articles and paragraphs of this Declaration shall not be deemed a part of this Declaration and shall not be construed in any way to limit the content of such Articles and Paragraphs, but are inserted herein only for reference and convenience.

9.5 Gender: The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter gender and the use of the singular shall include the plural, and vice versa, whenever the context so requires.

9.6 Severability: If any provisions of this Declaration, By-laws or other Schedules attached hereto, or any paragraph, sentence, clause, phrase or word appearing therein, or herein be judicially held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify, or impair in any manner whatsoever any other term, provisions, paragraph, sentence clause, phrase or word appearing in said documents.

ARTICLE X AMENDMENT

Amendments to this Declaration are authorized by this Declaration and the Act, shall be proposed and adopted in the following manner:

- (a) Notice: Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment shall be considered.
- (b) Resolution: A resolution for the adoption of a proposed amendment to the Declaration of Condominium may be proposed by the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the president or secretary of the Board signed by not less than ten percent (10%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his or her refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:
 - (1) Not less than sixty-six and two-thirds ($66 \frac{2}{3}$) of the votes of the entire membership of the Association; or
 - (2) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Condominium unit Owners in the manner required

for the execution of a deed, and such amendment shall be effective when recorded in the public records of Volusia County, Florida.

- (c) Recording: A copy of each amendment provided for in this Article X shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when filed for record in the public records of Volusia County, Florida.

- (d) Proviso: Provided, however, that no amendment shall discriminate against any Condominium unit Owner nor against any Condominium unit or class or group of Condominium units, unless the Condominium unit Owners so affected shall consent. No amendment shall change any Condominium unit nor the share in the Common Elements appurtenant to it, nor increase the Owner's share of the Common Expenses unless the record Owner of the Condominium unit concerned and all record Owners of mortgages on such Condominium unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section titled "Insurance" nor in the suits section entitled "Repairs after Total or Partial Destruction" unless the record Owners of all mortgages upon the Condominium shall join in the execution of such amendment.

The Condominium Declaration of The Danbury Breakers, originally recorded in Official Records Book 2067, Page 1119, et seq., of the Public Records of Volusia County, Florida, with proper vote of the owners, has been amended and revised in its entirety and is being replaced with the foregoing Amended and Restated Condominium Declaration of The Danbury Breakers.

Dated: May 10, 2013

Danbury Breakers Condominium Association, Inc.

By: Paula Nowak
Paula Nowak, President



SCHEDULE "A"

Attached to and Made a Part of
CONDOMINIUM DECLARATION FOR THE DANBURY BREAKERS

DESCRIPTION OF BUILDINGS AND UNITS

I. The Danbury Breakers Condominium building is shown on the survey and plot plan attached as Exhibit B.

There is one condominium building subject to this Declaration. The building is generally described as follows, and is more particularly shown in Exhibits B-1 through B-3 of Schedule B, attached to this Declaration of Condominium:

"Cambridge" (10 units--5 Levels)

The first level contains two units of the Cambridge design.

The second level contains two units of the Cambridge design.

The third level contains two units of the Cambridge design.

The fourth level contains two units of the Cambridge design.

The fifth level contains two units of the Cambridge design.

"Oxford" (10 units--5 Levels)

The first level contains two units of the Oxford design.

The second level contains two units of the Oxford design.

The third level contains two units of the Oxford design.

The fourth level contains two units of the Oxford design.

The fifth level contains two units of the Oxford design.

"Stratford" (10 units---5 Levels)

The first level contains two units of the Stratford design.

The second level contains two units of the Stratford design.

The third level contains two units of the Stratford design.

The fourth level contains two units of the Stratford design.

The fifth level contains two units of the Stratford design.

Typical Cambridge Unit contains a living room, breakfast nook, kitchen, two bedrooms, two baths, with approximately 1063 square feet, exclusive of balcony or patio.

Typical Stratford Unit contains a living room, dining room, kitchen, one bedroom and one bath, with approximately 876 square feet, exclusive of patio or balcony.

Typical Oxford Unit contains a living room, dining room, kitchen, 2 bedrooms and 2 baths, with approximately 1015 square feet, exclusive of balcony or patio.

II. Fractional Interest: As set out in Paragraph 3.1 of this Declaration, the Property is divided in 30 separate condominium parcels. The units are contained in one building as depicted by the survey described in Schedule "B". The table below sets forth (1) the floor, (2) the unit number, (3) the unit type, and (4) the percentage of the common elements, share of common surplus, liability for common expenses, and voting weight which are appurtenant to each of the Units, as shown under the column headed "Fractional Interest".

FLOOR UNIT NUMBER UNIT TYPE FRACTIONAL INTEREST

1	101	Cambridge	1/30th
1	102	Stratford	"
1	103	Oxford	"
1	104	Oxford	"
1	105	Stratford	"
1	106	Cambridge	"
2	201	Cambridge	"
2	202	Stratford	"
2	203	Oxford	"
2	204	Oxford	"
2	205	Stratford	"
2	206	Cambridge	"
3	301	Cambridge	"
3	302	Stratford	"
3	303	Oxford	"
3	304	Oxford	"
3	305	Stratford	"
3	306	Cambridge	"
4	401	Cambridge	"
4	402	Stratford	"
4	403	Oxford	"
4	404	Oxford	"
4	405	Stratford	"

4	406	Cambridge	"
5	501	Cambridge	"
5	502	Stratford	"
5	503	Oxford	"
5	504	Oxford	"
5	505	Stratford	"
5	506	Cambridge	"

The Assigned fractional interest and voting may not, and need not, be mathematically accurate and equal to the proportionate assigned values. No opinions, appraisals, sale or market value transaction shall be interpreted as requiring or permitting any change in the assigned percentages of undivided interest and voting rights.

III. Vertical Boundaries of Units: The vertical boundaries of each unit shall be the exterior of the outside walls of the units as the same may exist upon completion of construction, having the dimensions and locations shown on the survey, foundation plans, and elevation drawings identified in Schedule "B" hereof. Where there may be attached to such outside wall a balcony, loggia, terrace, patio, a stairway, a stoop, landing steps, projecting cornices and copings, or other portion of the building, serving only the unit being bounded, such boundary shall be deemed to include all of such structures and fixtures thereon. However, as respects an interior wall, or walls between units, the vertical boundary of each unit shall be fixed at the center line of such walls between units, provided that such walls are not to be deemed party walls, but instead are part of the limited common elements as defined elsewhere in this Declaration, serving only the units affected. The vertical boundaries of each unit shall also embrace any garden courtyard or terrace appurtenant to the unit as bounded by exterior privacy or garden walls as shown on the architectural exhibits enumerated in Schedule "B". In these instances, the vertical boundary shall go to the center of such walls as may divide the courtyard of one unit from the courtyard of another unit. Every portion of a dwelling contributing to the support of an abutting unit shall be burdened with an easement of support for the benefit of such abutting unit.

IV. Horizontal Boundaries of Units: The horizontal boundaries of each unit shall be the following boundaries as extended to an intersection with the vertical boundaries:

(a) The upper boundary of each unit shall be a horizontal plane the elevation of which coincides with (i) the elevation of the exterior surface of the top story interior ceiling, in the case of units immediately beneath the roof of the building in which the unit is located or (ii) the elevation of the under surfaces of the floor slab of the floor of the unit immediately above, in the case of units situated under other units.

(b) The lower boundary of each unit shall be a horizontal plane the elevation of which coincides with the upper surface of the floor slab, if there be a floor slab; otherwise, the lowest surface of the unfinished subfloor, whether the floor of the unit be situated upon the ground or above another unit.

V. Encroachments and Variances: In the event any horizontal or vertical boundary line as shown on the architectural exhibits enumerated in Schedule "B" does not coincide with the actual location of the respective wall, floor or ceiling surface of the unit because of construction, or for any other reasons,

the boundary lines of each unit shall be deemed to be and shall be treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment as in accordance with the actual existing construction and/or condition. In such case, easements for his or her exclusive use shall exist in favor of the owner of each unit in and to such space lying outside of the actual boundary line of the unit but within the appropriate wall, floor or ceiling surfaces of the unit. Any apparatus, ducts, conduits, lines, mains, wires, or other items which extend beyond the boundaries of a unit but which serve solely that unit shall be deemed a part of the unit and appurtenant thereto, and title thereto and the responsibility for maintenance thereof shall pass with the unit.

VI. Limited Common Elements: Limited common elements reserved for the exclusive use of unit owners, their families, servants and invitees, are the paved approach from the sidewalk to the unit, the front porch or stoop, the lawn space between the front of each unit and the sidewalk or driveway, the patio at the rear of the unit, the parking spaces located in the parking garage, and all common walls. The limited common elements here made appurtenant to the respective units shall not be altered, diminished, or enlarged by any custom or practice of the owners and their neighbors. Should any owner cause his or her property to be surveyed and the limited common elements included by demarcation with any stake, pin, or other monument, such stake, pin or monument shall not be placed, located, altered, or permitted to remain without the continuing approval of the Board of Directors. Limited common elements shall not be construed or interpreted to be separate and apart from common elements, in general, being limited only with respect to the reserved use thereof to such units.

SCHEDULE "B"

ATTACHED TO AND MADE A PART OF
CONDOMINIUM DECLARATION FOR THE DANBURY BREAKERS

This Schedule identifies the surveys, drawings and architectural exhibits showing conditions of the Property and numbered as set forth below:

DOCUMENT

DESCRIPTION

Exhibit B-1

Survey: Prepared by Stepp and Upham, Inc., dated January 19, 1977, bearing seal and certification of M.A. Dunham, Registered Surveyor No. 2296, Florida, and Plot Plan: Prepared by J. J. Matejka, Jr., R.L.S. # 718, dated May 23, 1980.

Exhibit B-2

FLOOR PLANS: Architectural drawings prepared by William G. Palmer, Jr., AIA showing floor plan for Typical Units "Cambridge", "Oxford" and "Stratford".

Exhibit B-3

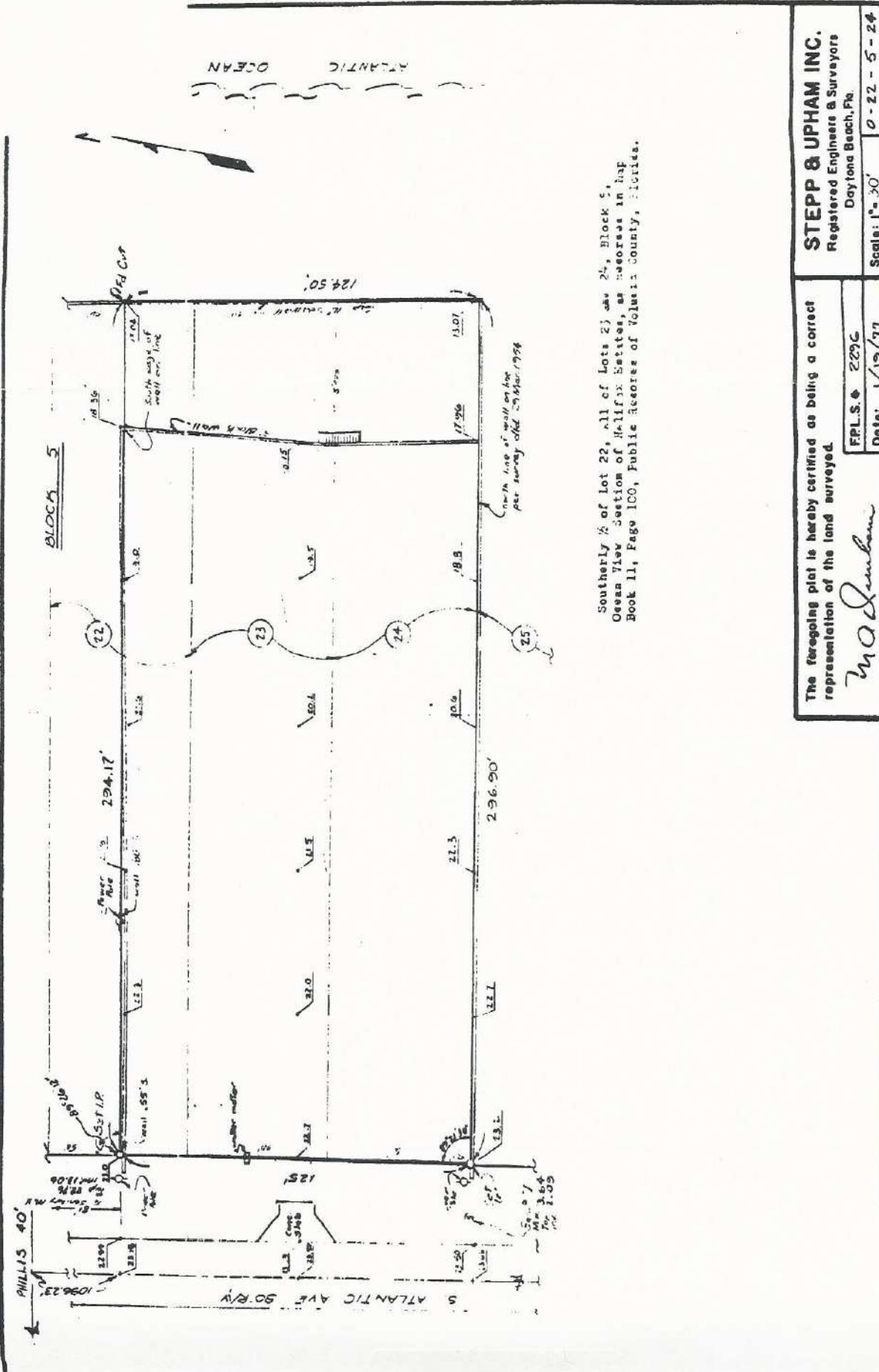
EXTERIOR ELEVATION showing location of units in Building.

Exhibit B-4

FORM OF CERTIFICATE OF WILLIAM G. PALMER, JR., AIA, required by Section 718.104(4)(5) of the Florida Condominium Act.

Exhibit B-5

Parking Garage Bay Designation showing the designation and location of the 16 parking garage spaces.



Southerly 1/2 of Lot 22, all of Lots 23, 24, Block 5,
 Ocean View Section of Halifax Estates, as recorded in Map
 Book 11, Page 100, Public Records of Volusia County, Florida.

The foregoing plat is hereby certified as being a correct
 representation of the land surveyed.

M. J. Stepp

STEEP & UPHAM INC.
 Registered Engineers & Surveyors
 Daytona Beach, Fla.

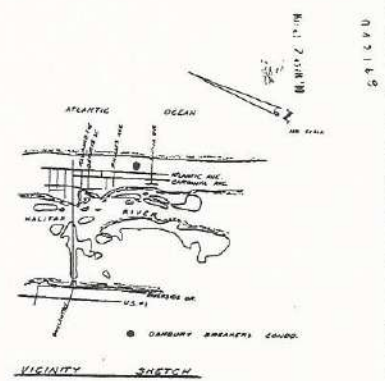
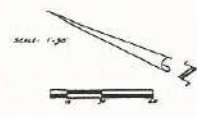
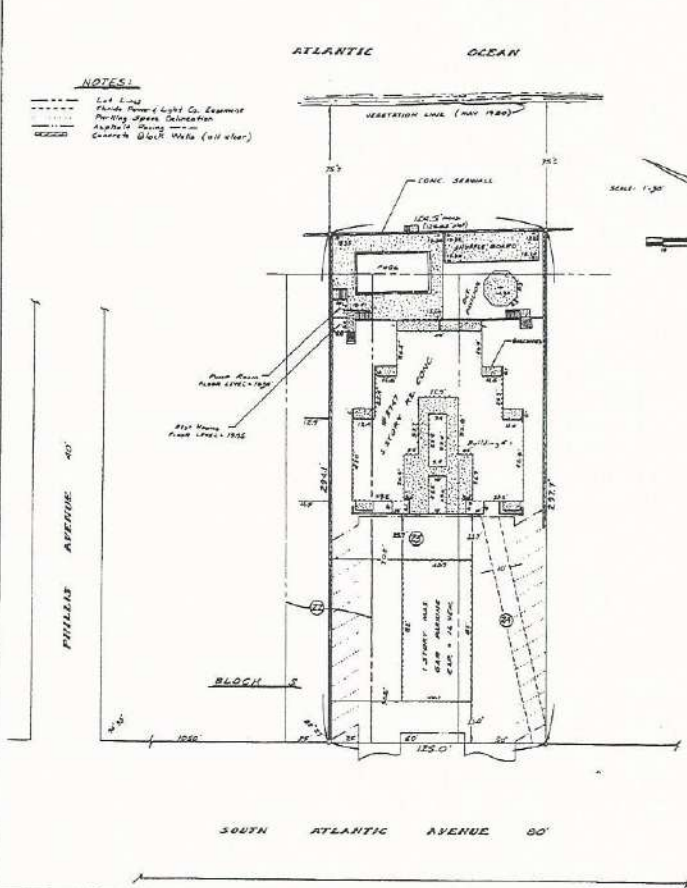
F.P.L.S. # 2296
 Date: 1/19/77

Scale: 1" = 30'

MB 37 PG 3

DANBURY BREAKERS CONDOMINIUM

NOTES:
 - - - - - Lot Line
 - - - - - Florida Power & Light Co. Easement
 - - - - - Parking Space Subdivision
 - - - - - Easement to Driveway
 - - - - - Common Owner Walls (all other)



CERTIFICATE

The undersigned, a surveyor authorized to practice in the State of Florida, hereby certifies that this plat is a true and correct representation of location and dimensions of the land and easement rights constituting DANBURY BREAKERS CONDOMINIUM; and that this survey and plat when together with the other graphic exhibits and the declaration of condominium of DANBURY BREAKERS CONDOMINIUM are in sufficient detail to identify the common elements and each unit and their relative location and respective dimensions and show the identification, location, and dimensions of the common elements and of each unit as by reference from these materials. Construction of the improvements shown herein is substantially complete.

DANBURY BREAKERS CONDOMINIUM
 3747 SO. ATLANTIC AVENUE
 DAYTONA BEACH SHORES, FLORIDA

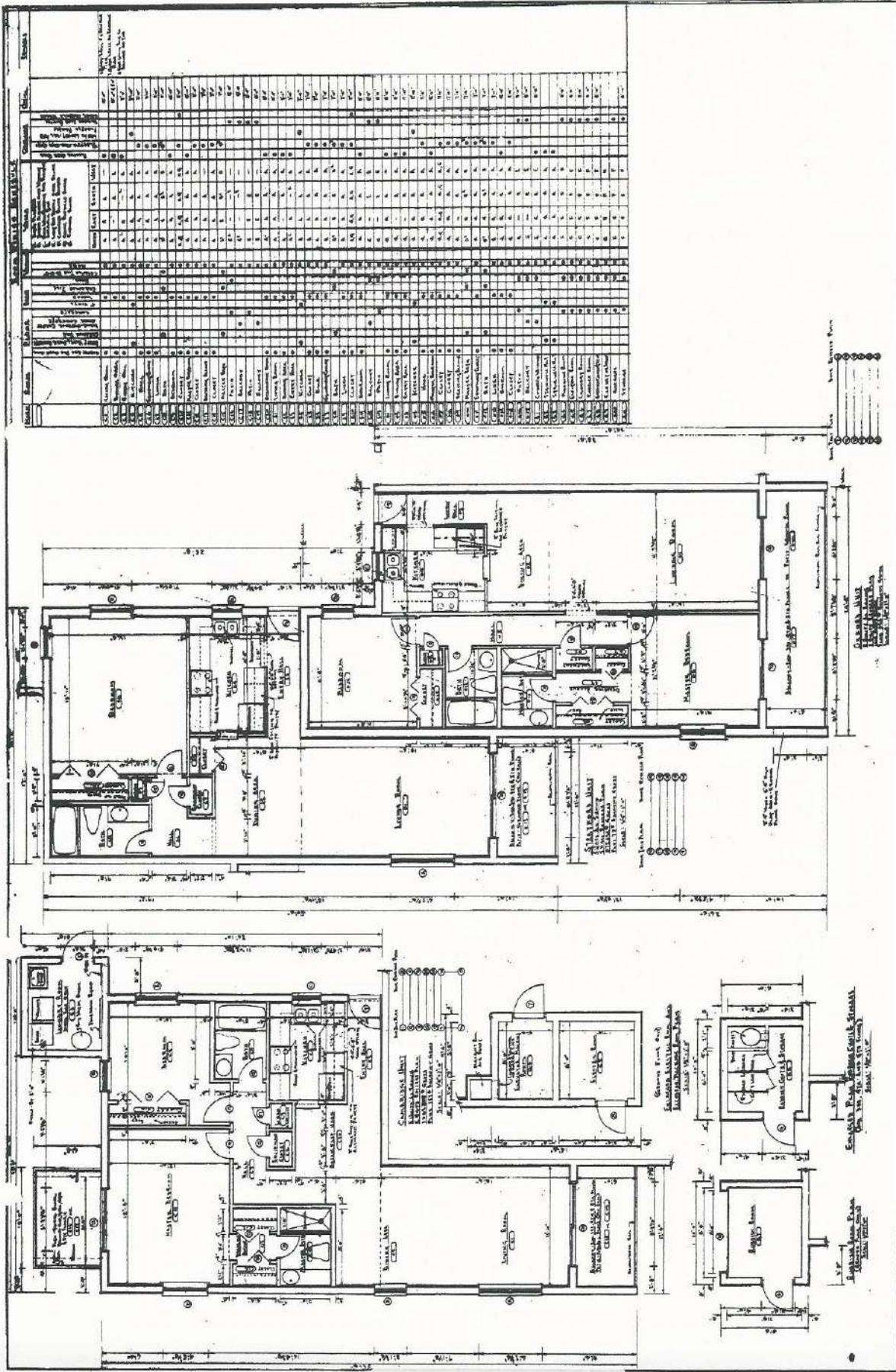
J. J. Matejka, Jr.
 J. J. MATEJKA, JR. R.L.S. # 718

LEGAL DESCRIPTION:

Partly in lot of Lot 22, all of Lots 23 and 24, Block 2, Ocean View Section of Halfway Spine, as recorded in Map Book 11, Page 100, Public Records of Volusia County, Florida, together with any and all other rights appurtenant thereto.

UNIT NUMBERS	NUMBER	FLOOR	ELEVATIONS FLOOR CEILING
101, 102, 103, 104, 105, 106	1	1st	4'6.0 32'10
201, 202, 203, 204, 205, 206	1	2nd	32'10 41'4
301, 302, 303, 304, 305, 306	1	3rd	41'4 49'6
401, 402, 403, 404, 405, 406	1	4th	49'6 58'2
501, 502, 503, 504, 505, 506	1	5th	58'2 66'8 (ceiling)

Additional elevations as shown.
 Elevations herein are in reference to Florida D.M.R. monument 1915



WILLIAM G. PALMER, JR. A.I.A. Architect
 700
A2
 1111 N. 1st Street, Suite 1000, Phoenix, Arizona
 480.944.1111
 www.williamgpalmer.com

Exhibit B-2

WILLIAM G. PALMER, JR. A.I.A.

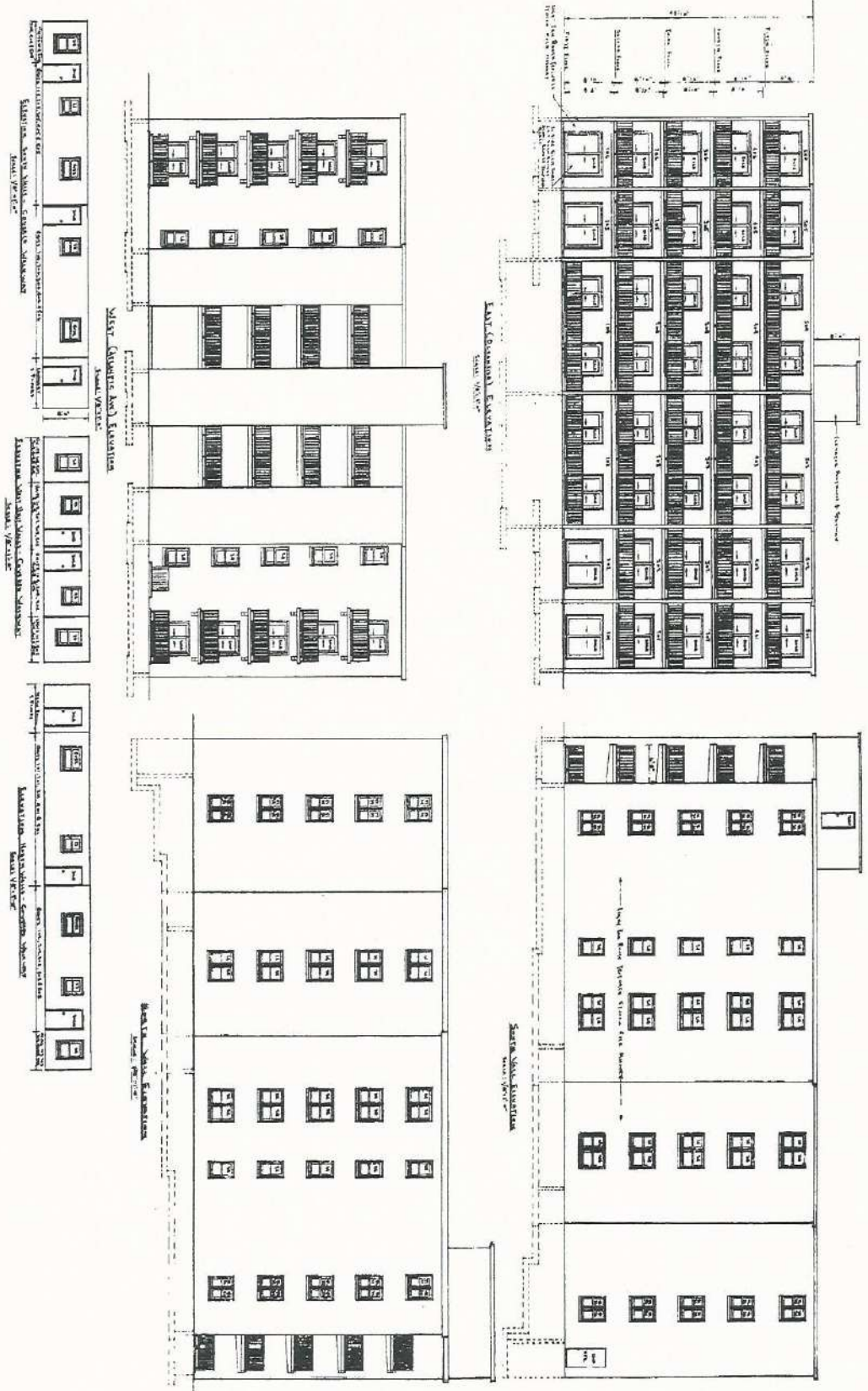


Exhibit B-3

042158

MAY 23 2 41 PM '80

AMENDMENT TO THE
CONDOMINIUM DECLARATION OF
THE DANBURY BREAKERS

WHEREAS, DANBURY BREAKERS, LTD., an Ohio Limited Partnership, hereinafter referred to as the "Developer" caused the Declaration of Condominium with Exhibits attached dated April 3, 1979 for the creation of The Danbury Breakers a Condominium to be filed and recorded with the Clerk of the Circuit Court in Volusia County, Florida on April 16, 1979, in Official Records Book 2067, Pages 1119 through 1142 inclusive and

WHEREAS, Paragraph 3.3 "Covenant of Completion" of Article III "Plan of Development" provides for the filing of an amendment to this Declaration showing the exact location of each building and the type and address of each unit within the building upon completion of such building, and

WHEREAS, this amendment is intended to comply therewith, Now, Therefore,

THIS AMENDMENT to the Declaration of Condominium of The Danbury Breakers is made this 12th day of May, 1980, by the Developer, for itself, its successors, grantees and assigns:

1. The building and improvements as shown on the Exhibits attached to the Declaration of Condominium are substantially completed.
2. The type and address of each such unit are specifically set forth on the Exhibits attached to the Declaration of Condominium.

3. A certificate of J. J. MATEJKA, JR., a surveyor, authorized to practice in the State of Florida dated May 23, 1980, is attached hereto and made a part hereof, setting forth that the construction of the improvements are substantially complete so that the materials together with the provisions of the Declaration of Condominium describing the condominium property is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

IN WITNESS WHEREOF, this amendment to Condominium Declaration has been signed, and sealed by the General Partner of Danbury Breakers, Ltd., as of this 12th day of May, 1980.

DANBURY BREAKERS, LTD., an Ohio Limited Partnership

BY: Beachwood Investments, Inc. (Managing General Partners)

[Signature]
Witness

Judith S Rosenberg
Witness

[Signature]
BY: DENNIS J. BAYUK, President

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Book: 6867

Page: 31

BOOK PAGE

WILLIAM G. PALMER, JR.
Registered Architect, P.A.
(General Partnership)

[Signature]
Witness

[Signature]
Witness

BY: William G. Palmer, Jr.
WILLIAM G. PALMER, JR. President

STATE OF FLORIDA |
| SS
COUNTY OF VOLUSIA |

Before me, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared WILLIAM G. PALMER, JR. to me known to be the person who executed the foregoing Condominium Declaration, and he acknowledged before me that he executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid, this 24th day of May, 1980.

[Signature]
Notary Public
My Commission Expires: _____

Notary Public, State of Florida at Large
My Commission Expires June 16, 1983
Bonded by American Fire & Casualty Company

STATE OF OHIO |
| SS
COUNTY OF CUYAHOGA |

Before me, a Notary Public authorized to take acknowledgments in the State and County set forth above personally appeared DENNIS J. BAYUK, to me known to be the person who executed the foregoing document and he acknowledged before me that he executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in the State and County aforesaid, this 12th day of May, 1980.

Constance M. Palmer
Notary Public
My Commission Expires: _____
CONSTANCE M. PALMER
Notary Public for the State of Ohio
My Commission Expires July 26, 1982

PARKING GARAGE BAY DESIGNATION
DANBURY BREAKERS CONDOMINIUM



16 Vehicle Parking Garage

1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16

SOUTH

ATLANTIC

AVENUE