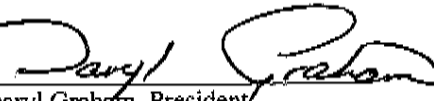


Prepared by:
Wendy A. Mara, Esq.
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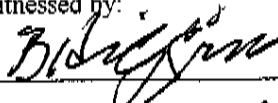
CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF SEAWINDS CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Seawinds Condominium, as recorded in Official Records Book 4022 at Page 1377 and re-recorded in Official Records Book 4024 at Page 2587 of the Public Records of Volusia County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 14th day of October, 2011, at Ormond Beach, Volusia County, Florida.

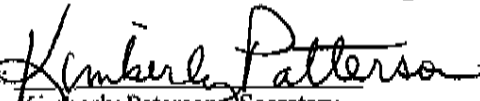
By: 
Daryl Graham, President

Witnessed by:

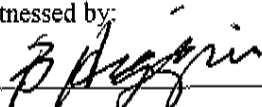

(Print) B HILDEBRAND



(Print) Ron Watkins

Attest: 
Kimberly Paterson, Secretary

Witnessed by:

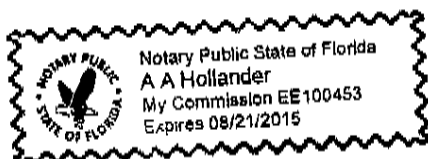

(Print) B HILDEBRAND




(Print) Ron Watkins

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me this 14th day of October, 2011, by Daryl Graham as President and Kimberly Paterson as Secretary of Seawinds Condominium Association of Ormond Beach, Inc., a Florida corporation, on behalf of the corporation, who [] is/are personally known to me or [] has/have produced a driver's license as identification.




Notary Public -- State of Florida
Printed Name: ADRIANA HOLLANDER
Commission Expires: 2015
(Seal)

Amendments to the Declaration of Condominium of Seawinds

Section 3.4(d) Access and Repairs

A non-exclusive easement for ingress and egress over the streets, walks, and other rights of way serving the Units as necessary to provide access to public rights of way. The association shall have the irrevocable right of access to each unit during reasonable hours, when necessary for maintenance, repair or replacement of any common elements, ~~or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units, and for pest control which is mandatory for all Units. Unit Owners must keep a working Unit key in the Association's office to provide such access. Failure to provide Unit key within two weeks of notification of the need of a key shall result in a fine to be determined by the Board of Directors but not to exceed \$15 per day or the maximum amount allowed by current state law for each day that Unit Owner does not provide the Unit key.~~

Section 6.1 and 6.2 Maintenance, Repair and Replacement

6.1 The Association shall be responsible for the maintenance, repair and replacement of the Common Elements provided that any maintenance, repair or replacement to the exposed Common Elements shall not result in a change to the appearance of the Building different from its appearance as originally constructed. Windows, doors and sliders of individual Units, as well as the frames of the windows, doors, and sliders, will not be maintained, repaired or replaced by the Association. The Association shall also be responsible for the maintenance, repair and replacement of conduits, ducts, plumbing lines, wiring and other equipment located within a Unit, provided each of the preceding are utilized for the purpose of furnishing Utility Services to part or parts of the Building other than the Unit within which located or are utilized for the purpose of furnishing Utility Services to more than one Unit. The Association shall further be responsible for, and Unit Owners shall not undertake, the maintenance, repair or replacement, except for routine maintenance, minor repairs or minor replacements which shall be the responsibility and costs of each Unit Owner, of certain exterior exposed parts of each Unit, such parts being the ~~exterior glass windows, the exterior glass doors, the exterior panels and the exterior surfaces which vertically and horizontally face the balcony areas of each Unit, provided that any routine maintenance, minor replacements by Unit Owners and any maintenance, repair or replacements of such exterior glass doors, exterior glass windows, exterior panels, parapet walls and exterior surfaces by Association shall not result in a change to the appearance of the Building different from its appearance as originally constructed and, further, provided that, where such exterior surfaces cannot be maintained, repaired or replaced, except by maintenance, repair or replacement of the surface beneath such exterior surfaces, then the Association shall be responsible for the maintenance, repair or replacement of the surface beneath such exterior surfaces.~~ The Association shall further be responsible for all incidental damage to a Unit by reason of any maintenance, repair or replacement undertaken by it pursuant to all of the preceding. All costs associated with the Association's responsibilities of maintenance, repair or replacement shall be Common Expense. If a dispute should occur as to whether maintenance is routine or a repair or a replacement is minor, the Board of Directors of the Association shall decide the question and their decision shall be binding and conclusive upon all Unit Owners.

6.2 Each Unit Owner shall at his cost be responsible for the maintenance, repair and replacement of all parts of his Unit, including routine maintenance, minor repairs and minor replacements as provided in Paragraph 6.1, and including but not limited to maintenance, repair and replacement of all fixtures, mechanical and electrical equipment such as heating and air conditioning systems, all window, doors and sliders which are a part of his Unit, as well as the frames of the windows, doors, and sliders, and any other item of equipment, furnishings and any other item contained with each Unit, except as otherwise provided in Paragraph 6.1. When making major repairs to or installing new windows, doors, or sliders, Unit Owners must obtain pre-approval from the Association. Unit Owners must only hire licensed and bonded contractors for any repairs and replacements of any part of his Unit and must adhere to all building code requirements for any repairs and replacements of any part of his Unit. All maintenance, repairs, or replacement of exposed elements shall not result in a change to the appearance of the Building different from its appearance as originally constructed. Unit Owners may determine the timing of repairs and replacement of windows, doors, and sliders. However, if the Association determines that the windows, doors, and sliders must be repaired or replaced in order to protect the Common Elements of other units, then the Association will notify the Unit Owner. The Unit Owner has 60 days to repair or replace the windows, doors, and sliders. Failure to do so within the allotted time will result in the Association's making the necessary repairs or replacements. The cost of the repairs and/or replacements will be directly assessed to the Unit bearing an interest rate of 18% or the maximum amount allowed by law. This assessment may be collected in the manner provided for in the collection of assessments found in current state law.

If a dispute should occur as to whether a Unit requires repair or replacement of windows, doors, or sliders, the Board of Directors of the Association shall decide the question, and their decision shall be binding and conclusive upon all Unit Owners. The Association will not establish a reserve account for the repair or replacement of individual Unit's windows, doors, and sliders as the cost of those repairs or replacements will be paid for by the individual Unit Owners. Whenever maintenance, repair or replacement, for which a Unit Owner is responsible, results from loss or damage which is covered by insurance maintained by the Association, the proceeds of such insurance received by the Association shall be used for the purpose of any such maintenance, repair or replacement, except that the Unit Owner shall be required to pay such part of the cost of such maintenance, repair or replacement that, by reason of the applicability of any deductibility provision of such insurance, exceeds the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

7.0 (Added last paragraph)

If a Unit is occupied by a tenant, and the Unit Owner is more than 60 days delinquent or the minimum number of days allowed by law, the Association has the right to collect rents from the tenants in conformance with current state law.

7.2 Lien for Assessments

The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including special assessments pursuant to Paragraph 9.2 (d)(1) and 9.2 (d)(3)(ii) and for interest accruing thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgagees of record, the lien is effective from and after recording of a claim of lien in the Public Records of Volusia County, Florida. All such liens shall state the legal description of the condominium unit, the name of the unit owner, the amount due and the due dates. No lien shall continue for longer than one year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such claim of lien shall be signed and acknowledged by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. The assessment lien provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Condominium Parcel subject to assessments, provided that such mortgage or mortgages are recorded prior to the Association's claim of lien. The Association's lien may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on a real property, and the Association may also, at its option, sue to recover money judgments for any unpaid assessments without thereby waiving the lien securing the same.

When the mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall be liable for the unpaid assessments that become due prior to mortgagees receipt of the deed up to the maximum amount allowed by current state law. ~~However, the mortgagee's liability is limited to a period not exceeding six (6) months, and in no event shall the mortgagee's liability exceed one percent (1%) of the original mortgage debt. The first mortgagee's liability for such expenses or assessments shall not commence until thirty (30) days after the date of the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six (6) months of the unit's unpaid common expenses or assessments accrued before the acquisition of title to the unit by mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less.~~ The unpaid share of common Expenses or any special assessments are collectible from all of the Unit Owners including such acquirer, his successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of the some or all of the Common Expenses or any special assessments coming due during the period of such ownership.

9.5 Unit Owner's Insurance

Each Unit Owner shall be responsible for purchasing, at his own expense, liability insurance upon his own personal property and such other insurance as he shall desire. Upon written request but not more than once per year

or as required by any state law pertaining to condominium associations, the Association will require each Unit Owner to provide evidence of a currently effective policy of hazard and liability insurance which provides a minimum of \$30,000.00 of loss assessment coverage or the amount required by current law. Such policy shall name the Association as an additional insured and loss payee on the casualty portion of the policy. A Unit Owner must provide such proof of insurance within 30 days after the date on which a written request is delivered. Failure to provide such proof of insurance within 30 days may result in the Association's purchasing a policy of insurance on behalf of the Unit Owner. The cost of such a policy may be collected in the manner provided for in the collection of assessments found in current state law. Failure to maintain liability insurance which results in damage to the individual Unit may result in the Association's making any necessary repairs and charging such cost of repairs to the Unit Owner at an interest rate of 18% or the maximum allowed by current state law. The cost of any necessary repairs to an individual Unit may be collected in the manner provided for in the collection of assessments found in current state law.

10.12 Pets

Pets are limited to dogs and cats, and only one dog and one cat per Unit is allowed. Owner, guests or lessees are not permitted to have ~~dogs weighing more than 25 pounds, larger than lap dogs (small enough to be held in the owner's lap, and weighing less than 25 pounds)~~ on Condominium Property or in owner's apartment. Dogs, when not in owner's apartment, must be on leash and may be exercised on Condominium Property in designated areas only. ~~Dogs may not be left unattended on balconies or in any common areas. Dogs must remain current on any and all vaccinations required by current state law.~~ Owner, guest or lessee is liable for any damage to Condominium Property by action of his/her dog or cat. Pet "accidents" occurring on any common area going to or coming from designated area must be immediately cleaned up by the owner involved.