

#226.50

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DECLARATION OF CONDOMINIUM

OF

THE LANDINGS AT MARINA COVE, A MARINA CONDOMINIUM

The undersigned, hereafter referred to as the "Developer", being the owner of fee simple record title to that certain real property located and situated in Flagler County, Florida, as more particularly described and set forth as the "Condominium Property" on Exhibit A attached hereto and made a part hereof as though set forth herein, hereby states and declares that said real property, together with all improvements to be constructed thereon, and all easements appurtenant thereto, is submitted to condominium ownership, pursuant to the applicable provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the "Condominium Act", and pursuant to the terms and provisions of this Declaration of Condominium, hereafter referred to as the "Declaration".

1. Name and Address. The name by which this condominium is to be identified is The Landings at Marina Cove, a Marina Condominium, hereafter referred to as the "Condominium", and its address is 310 Palm Coast Parkway, Palm Coast, Florida.

2. Definitions. The following words and terms used in this Declaration and in its exhibits, including, but not limited to the Articles of Incorporation and By-Laws of The Landings at Marina Cove Management Association, Inc., and all amendments thereto shall be defined as follows, unless the context otherwise requires:

2.1 Association. "Association" means The Landings at Marina Cove Management Association, Inc., a not-for-profit Florida corporation, being the entity responsible for the operation and management of the Condominium.

2.2 Assessment. "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed by the Association against the Unit in the manner set forth hereunder.

2.3 Common Elements. "Common Elements" means the portions of the Condominium Property not included in the Units.

2.4 Common Expenses. "Common Expenses" means all expenses and assessments properly incurred by the Association on behalf of the Condominium including, but not limited to, the following:

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(a) Expenses of administration and management of the Condominium Property and of insurance thereupon.

(b) Expenses of maintenance, operation, repair or replacement and betterment of the Common Elements.

(c) Costs and expenses of capital improvements and betterments and/or additions to the Common Elements.

(d) That portion of the expenses of administration and management of the Association attributable to the Condominium as hereinafter set forth and as set forth in the Articles of Incorporation, and By-Laws of the Association.

(e) Expenses declared Common Expenses by the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association.

(f) Any valid charge against the Condominium Property as a whole.

2.5 Common Surplus. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, assessments, rents, profit and revenues, over the Common Expenses.

2.6 Condominium. Condominium means that form of ownership of real property which is created pursuant to the provisions of the Condominium Act, and which is comprised of Units that may be owned by one or more persons. There is appurtenant to each Unit an undivided share in the Common Elements.

2.7 Condominium Documents. "Condominium Documents" means the Declaration and the Exhibits attached thereto, which sets forth the nature of the property rights in the Condominium and the covenants running with the land which governs those rights, and the Articles of Incorporation and By-Laws of the Landings at Marina Cove Management Association, Inc.

2.8 Condominium Parcel. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit, and any Limited Common Elements or share thereof appurtenant to the Unit.

2.9 Condominium Property. "Condominium Property" means the land, including the submerged land under the marina basin, and personal property that are subject to Condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.10 Developer. "Developer" means Kehoe Homes of Marina Cove, Inc., a corporation existing under the laws of the State of Florida, and any successor to which it may assign its rights and obligations, or any entity which may succeed to those rights and obligations by operation of law.

2.11 Limited Common Elements. "Limited Common Elements" mean those Common Elements which are reserved for the use of a certain Unit or of a certain group of Units to the exclusion of all other Units. Any reference made to Common Elements in the provisions of this Declaration or in the Articles of Incorporation or By-Laws of the Association is meant to include Limited Common Elements unless Limited Common Elements are directly addressed.

2.12 Marina Basin. "Marina Basin" means that certain body of water and submerged land thereunder located in Flagler County Florida, adjacent and connecting to Club House Waterway, as more particularly described in Exhibit A attached hereto.

2.13 Person. "Person" means an individual, trust, estate partnership, association, company, corporation, joint venture or any legal entity or combination thereof.

2.14 Residential Condominium. The Residential Condominium (including all proposed phases thereof) adjacent to the Condominium Property, known as Marina Cove at Palm Coast Condominium. The Residential Condominium is a separate condominium and is not a part of The Landings at Marina Cove. A site plan of existing and proposed phases of the Residential Condominium is attached as page 2 of Exhibit A, solely for reference.

2.15 Residential Condominium Association. The Association known as Marina Cove at Palm Coast Condominium Association created for the purpose of administering and operating the Residential Condominium.

2.16 Unit. "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

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2.17 Unit Owner. "Unit Owner" means the record owner of a Condominium Parcel and includes the Developer, so long as it shall own any Condominium Parcel.

2.18 Utility Services. "Utility Services" shall include, but not be limited to, electric power, water, sewage disposal, cable television, and telephone.

2.19 Vessel. "Vessel" means any motorized boat, sail boat, or other watercraft used as a means of transportation upon water as a pleasure craft, and not for commercial or residential purposes, which is not a barge, airboat, houseboat, or seaplane.

3. Description, Boundaries and Related Items.

3.1 Survey, Graphic Description, and Plot Plan. Attached to and made a part of this Declaration as Exhibit A is a survey and plot plan which shows the real property within the Condominium, the existing appurtenant easements and a graphic description of the improvements and proposed improvements. Subject to the provision of Section 3.2, the construction of improvements upon the Condominium Property shall be completed in accordance with Exhibit A. Developer may amend and re-amend this Declaration from time to time to include the certificate of a Professional Land Surveyor certifying completion of one or more Units and noting variations, if any, from Exhibit A.

3.2 Improvements and General Description.

(a) Units. The Condominium Property shall include sixty-five (65) slip spaces, each of which shall be a Unit of the Condominium and shall bear the identifying number shown on page 1 of Exhibit A. The identifying number for each Unit is also the identifying number for the Condominium Parcel of which said Unit is a part. No Unit bears the same identification number as any other Unit.

(i) Horizontal Boundaries. The horizontal boundaries of each Unit are as shown on page 1 of Exhibit A and are generally described as follows:

Commence at the intersection of the waterward face of the seawall and the side of the finger pier nearest the Unit, proceed along the edge of the pier to the end, thence along the end of the pier to its midpoint, thence along an extension of the centerline of the pier over the water to the mooring post the centerpoint of which marks a corner of the Unit, thence parallel to the face of the seawall to another mooring post whose

centerpoint marks another corner of the Unit, thence on a the line perpendicular to the seawall to a point on the waterward face of the seawall, thence along the face of the seawall to the point of beginning, excluding therefrom any mooring posts or supporting piles for the adjacent finger pier lying within the foregoing boundaries.

It is intended, except in the case of Units 12 and 13 that adjacent Units lying between 2 finger piers shall be of equal width, and the courses specified in the foregoing description shall be varied to the extent necessary to allocate any shortage or overage resulting from minor deviations which occur during construction in the location of pilings and mooring posts. The concrete seawall, mooring posts, finger piers and the piles supporting such piers adjoining and are contiguous with each Unit are not a part of such Unit.

(ii) Upper Boundary. The upper boundary of each Unit shall be a horizontal plane 100 feet above the surface of the water extending to an intersection with the horizontal boundaries of that Unit.

(iii) Lower Boundary. The lower boundary of each Unit shall be a horizontal plane contiguous with, but not including, the surface of the submerged land lying under the body of water comprising the Marina Basin, and extending to an intersection with the horizontal boundaries of such Unit.

3.3 Common Elements. Each Unit Owner shall own, as an appurtenance to such Owner's Unit, an undivided 1/65th interest in the Common Elements and Common Surplus. Such undivided interest shall be deemed to be conveyed together with each Unit as an appurtenance thereto, whether or not specifically mentioned in the conveyance, and may not be withdrawn or conveyed except as an appurtenant to a Unit. The land comprising the Condominium Property, including, but not limited to, the submerged land lying under the body of water forming the Marina Basin, is a Common Element of the Condominium. In addition, the following improvements shown and located on Exhibit A shall be Common Elements of the Condominium:

(a) The Sanitary Pumping Station and underground sewer facilities appurtenant thereto, including, without limitation, all valves, lines, pipes, and manholes;

(b) The wave attenuation devices located at the entrance of the Marina Basin on Club House Waterway;

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(c) The concrete seawall around the perimeter of the Marina Basin and on Club House Waterway;

(d) The seawall around the Marina Basin; and

(e) All other portions of the Condominium Property not included in the Units, including the easements described in Section 3.5 below.

3.4 Limited Common Elements.

(a) Mooring Posts. Mooring posts which are adjacent to a Unit or Units shall be a Limited Common Element for the use of the occupant(s) of such Unit or Units, for the purpose of vessel mooring. Where a mooring post is adjacent to only one (1) Unit, then such mooring post shall be a Limited Common Element of that particular Unit only, but where the mooring post is on the boundaries of 2 Units, it shall be a Limited Common Element appurtenant to both Units.

(b) Finger Piers. As shown on Exhibit A, each finger pier, including the piles, joists, stringers, and decking comprising such pier, shall be a Limited Common Element of the Units located on each side of such pier. Where a finger pier is adjacent to, and contiguous with only one (1) Unit, then such finger pier shall be a Limited Common Element of that particular Unit only. The cleats on the half of the upper surface of a finger pier nearest a Unit shall be for the exclusive use of that Unit.

(c) Utility Columns. The utility column located on each finger pier shall be a Limited Common Element of the Unit or Units for which such finger pier is itself a Limited Common Element. Each Unit shall have the exclusive use of one (1) AC power outlet, one (1) cable television outlet, and one (1) telephone outlet, and one (1) hose bib. The waterline serving the hose bib or bibs on each finger pier is a Common Element rather than a Limited Common Element.

3.5 Easements in Favor of the Association and Unit Owners. The following easements shall be created in favor of the Units Owners and the Association over, under, upon and across portions of the Residential Condominium as follows:

(a) Perpetual nonexclusive easements for access and the installation, maintenance, repair and replacement of all utilities and communication facilities (including cable TV) over, under and upon all streets in the Condominium, an easement 20 feet in width extending from

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the easterly end of Marina Point Drive to the sidewalk adjacent to the marina as shown on page 2 of Exhibit A; and

(b) Perpetual nonexclusive easements for the installation, maintenance, repair and replacement of all utilities and communication facilities (including cable TV) over, under and upon the areas shown as utility easements on page 2 of Exhibit A.

(c) A perpetual nonexclusive easement for access 10 feet in width lying within proposed Phase II of the Residential Condominium as shown on page 2 of Exhibit A.

(d) A perpetual, nonexclusive easement of passage in favor of the Residential Condominium Association and the owners of the Residential Condominium, their tenants, and invitees, over and upon the 6 foot walkway surrounding the Marina.

(e) A perpetual nonexclusive easement for the installation, maintenance, repair and replacement of the outfall chain over, under and upon that portion of the Residential Condominium shown on page 2 of Exhibit A.

(f) A perpetual nonexclusive easement for the installation, maintenance, repair and replacement of the wing walls and other structural supports for the seawall over, under and upon all portions of the Residential Condominium within which such components are located.

(g) A perpetual nonexclusive easement for temporary parking of vehicles in the overflow parking area shown as part of proposed Phase IV of the Residential Condominium on page 2 of Exhibit A. This easement shall be subject to the requirement that no vehicle, boat or camper shall be stored (i.e., parked for more than 72 hours at a time) in the temporary parking facility, and to such other rules and regulations as the Developer may hereafter promulgate, or which may be adopted by the Residential Condominium Association in the manner hereinafter stated. Rules and regulations relating to the operation, maintenance and use of the overflow parking area adopted by the Board of Directors of the Residential Condominium Association after control of such Association has been transferred by Developer to the individual Unit Owners upon the occurrence of any of the following:

(i) Unanimous approval by the Board of Directors of the Landings at Marina Cove; or

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(ii) Approval in writing (which may be by written ballot) by a majority of the voting interests in both the Residential Condominium and The Landings at Marina Cove Condominium.

(iii) Approval in writing (which may be by written ballot) of 80% of the voting interest in The Landings at Marina Cove Condominium.

The Landings at Marina Cove Condominium Association shall be responsible for the prompt repair, including replacement of any landscaping and sod, of any damage which the Common Elements of the Residential Condominium may sustain by reason of the utilization of the above easements by The Landings at Marina Cove Condominium Association, its members and their invitees, but neither The Landings at Marina Cove Condominium Association nor its members shall be subjected to any fee or charge or required to make any contribution to the maintenance or reserves for repair or replacement of these Common Elements. An owner of a Unit in The Landings at Marina Cove will, however, be liable for the cost of repairing any damage caused by his own intentional or grossly negligent action or that of his invitee.

3.6 Reservation of Easements. The following easements affecting the Condominium Property are hereby reserved as described below:

(a) Easements of ingress and egress, passage, and entry, to investigate and abate possible emergencies, are reserved in favor of the Association and the Developer, their agents, employees, and independent contractors to perform their functions, duties, and obligations on behalf of the Association (including investigating and abating possible emergencies) and the Developer, and to determine the Unit Owner's compliance with the terms and provisions of the Condominium Documents.

(b) Such easements as may be required for the installation of sanitary pumping station facilities, water lines, electrical service, cable television equipment, telephone and other communication equipment, and any other facilities as may be required for Utility Services in order to adequately serve the Condominium. Prior to the transfer of control as described in the By-Laws of the Association, such easements may be granted by the Developer for the benefit of such persons and for such duration as the Developer determines in its sole discretion, and thereafter the Association is empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant such

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easements, the consent and approval of the Association and its members shall not be required. Thereafter easements may be granted by the Board of Directors.

(c) Nonexclusive easements are hereby reserved in favor of Developer across, under, through and over the Condominium Property as may be required by Developer for the completion of the contemplated improvements and sale of the Units of the Condominium. Neither the Unit Owners nor the Association nor their use of the Condominium Property shall interfere with or impede the completion of the contemplated improvements, nor the sale of the Units of the Condominium.

(d) All Unit Owners shall have as an appurtenance to their respective Units, a nonexclusive, perpetual easement across and upon the Common Elements of the Condominium for the purpose of ingress and egress to each Unit from adjoining lands and public rights-of-way, and for the use and enjoyment of all of the Common Elements of the Condominium located in or upon the Condominium Property. The foregoing easement shall include an easement over, across, and upon the Marina Basin for the purpose of ingress and egress by Vessel to each Unit from Club House Waterway.

(e) Temporary easements are reserved in favor of the Developer to maintain a sales office, signs, and displays upon the Common Elements or in any Unit owned by the Developer, and to permit access to and utilization of the Common Elements and Units owned by the Developer by prospective purchasers or lessees.

(f) In the event that any Unit shall encroach on any of the Common Elements of the Condominium or upon any other Unit for any reason other than the intentional or negligent act of a Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such encroachment, so long as the same shall exist.

3.7 Changes to Boundaries and Unit Dimensions. Anything hereinabove to the contrary notwithstanding, Developer reserves the right to change the boundaries between Units, so long as Developer owns the Units so changed, to change the boundaries of the Common Elements where the unit boundaries are being changed, and the right to amend the Declaration to effect such changes. Any amendment for such purpose need be signed and acknowledged only by the Developer, and shall not require the approval of Unit Owners, the Association, or any mortgage holder. Developer reserves the right so long as it owns any Unit to

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designate a portion of the Common Elements lying between the extensions of the side lines of a Unit as a Limited Common Element appurtenant to that Unit for storage of that part of a vessel which is greater in length than the Unit. After Developer has sold all Units in the Condominium, unit boundaries can only be changed and Limited Common Elements can only be altered with the unanimous approval of the Board of Directors and the written and acknowledged approval of the owners of seventy-five percent (75%) of the Units. The approval of the Unit Owner applying for the change may be included in computing the foregoing percentage.

4. Liability for Common Expenses. Each Unit Owner of a completed Unit, other than the Developer, shall be liable for a 1/65 share of the Common Expenses. Developer, until it elects to become subject to assessments on the same basis as other owners, shall not be liable for regular assessments but shall pay that portion of the Common Expenses (not including reserves or assessments for improvements or alterations) not payable by other Unit Owners. So long as Developer owns a Unit in the Condominium, Developer may elect to be assessed in the same manner as other Unit Owners, and such election may be made retroactive to any date designated by Developer.

5. Maintenance, Repair and Replacement; Changes, Improvements and Additions; Condominium Property. Responsibility for the maintenance, repair and replacement of the Condominium Property and restrictions upon changes, improvements and additions to it shall be as follows:

5.1 Maintenance, Repair and Replacement - Association. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including except as set forth below the Limited Common Elements of the Condominium. Such maintenance, repair, and replacement shall include the periodic dredging of the bottom of the Marina Basin. The Association shall also be responsible for the maintenance, repair and replacement of conduits, water lines, wiring and other equipment serving a Unit or the Condominium as a whole. The Association shall further be responsible for all incidental damage to a Unit resulting from any maintenance, repair or replacement undertaken by it pursuant to this paragraph. All cost and expense associated with the Association's performance of such maintenance, repairs and replacement shall be a Common Expense of the Condominium.

5.2 Maintenance, Repair and Replacement - Unit Owners. Each Unit Owner shall, at his sole cost and expense, be totally responsible for the maintenance, repair and replacement of all parts of such

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Owner's Unit, and for the payment all taxes, assessments and other charges levied upon such Owner's Condominium Parcel by any governmental agency or authority. For the purposes of ad valorem taxation, the interest of the Unit Owner in his Unit and in the Common Elements of the Condominium shall be deemed to be the Condominium Parcel. The Unit Owner shall also be responsible for keeping the finger pier which serves his Unit neat and free from debris and trash. No personal property shall be stored overnight or left on a finger pier while the Owner's vessel is out of the Unit.

5.3 Management and Maintenance Services. The Association may enter into a contract with any firm, person or corporation for the maintenance, repair, and management of the Condominium Property. Such services shall be provided on a basis and in a manner as the Board of Directors of the Association deem advisable. The cost and expense of such services incurred by the Association shall be a Common Expense of the Condominium.

5.4 Improvements and Additions - Association. After completion by Developer of the improvements to the Condominium Property and except as otherwise provided below, the Association shall have the right to make or cause to be made improvements or additions to the Common Elements. The cost of any such changes, improvements or additions shall be a Common Expense of the Condominium. So long as Developer owns any Unit, no improvement or addition shall be made which would adversely affect Developer without Developer's written consent. Any such changes, improvements or additions which will not increase the assessment by more than 15% may be effected upon unanimous approval by the Board of Directors of the Association. Changes, improvements or additions which will increase the assessment by more than 15% shall require written approval of Owners of 70% of the Units.

5.5 Changes, Improvements and Additions - Unit Owners. A Unit Owner may not make or cause to be made any addition, alteration, or change to such Owner's Unit or to the Common Elements appurtenant thereto without the approval of the Board of Directors. In addition, all such additions, alterations or changes shall comply with the requirements, rules and ordinances of any applicable governmental agency or authority having jurisdiction over the Condominium Property or any portion thereof, and all permit fees, application fees, and other charges levied by such governmental authorities or agencies shall be the sole cost and expense of the Unit Owner. In the event of an emergency, however, a Unit Owner may perform repairs or maintenance to the Limited Common Elements appurtenant to such Owner's Unit, provided the Unit Owner employs contractors or workman approved by the

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Association to perform such work. In such event, the Association shall thereafter reimburse the Unit Owner for the reasonable cost and expense of such work provided such work is found by the Board of Directors to have been appropriate and necessary under the circumstances. The Unit Owner shall be liable for all damages to another Unit, or the Common Elements of the Condominium intentionally inflicted or resulting from such Unit Owner's gross negligence, or caused by the Unit Owner's independent contractors or employees, whether such damages are caused by negligence or otherwise. In the event a Unit Owner makes an unauthorized addition, alteration or change, or threatens such action or any other violation of the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to remove such unauthorized addition, alteration or change thereby restoring the Unit or Common Elements to their original condition. In such event, the Association shall have the right to levy an assessment against the Unit Owner for the cost and expense incurred by the Association in such action, and should such assessment remain unpaid for a period of thirty (30) days, the Association shall be entitled to file a claim of lien in the amount of the unpaid charge against the affected Unit as set forth in paragraph 6.2 hereof.

6. Assessments. The Board of Directors of the Association shall fix and determine from time to time the sum or sums of money necessary and adequate to pay the Common Expenses of the Condominium and shall assess the Unit Owners for such sums. The procedure for levying and collecting such assessments shall be set forth in the By-Laws of the Association. All assessments shall be the personal obligation of each Unit Owner, and each Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner, including interest on the assessment, as hereinafter provided, and all costs incident to collection thereof, including attorney's fees at trial or on appeal. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for his share of all assessments up to the time of conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. No Unit Owner may exempt himself from liability for his contribution toward payment of the Common Expenses or any assessment by waiving the use and enjoyment of any Common Element or by abandoning his Unit.

6.1 Interest, Application of Payments. All assessments and installments thereon not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid.

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All payments on account shall be first applied to interest, and then to the assessment payment first due.

6.2 Lien of Assessments. The Association shall have a lien against each Condominium Parcel pursuant to the Condominium Act for any unpaid assessments 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 from and after recording of a claim of lien in the Public Records of Flagler County, Florida, stating the description of the Condominium Parcel, the name of the Unit Owner, the amount due and the date when due. All such liens shall continue in effect until all sums secured thereunder are paid in full. Such claims 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 hereafter placed upon the Condominium Parcel subject to assessment, provided that such mortgage is recorded prior to the Association's claim of lien. The Association's lien may be enforced in the same manner as foreclosure of a mortgage on real property, and the Association may also, at its option, sue the Unit Owner to recover a money judgment for any unpaid assessments without thereby waiving the lien securing the same.

6.2.1 When the mortgagee of a first mortgage of record or other purchaser of a Condominium Parcel obtains title to the Condominium Parcel 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 not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of the Condominium Parcel which became due prior to acquisition of title resulting from foreclosure or as a result of a deed given in lieu of foreclosure unless the share is secured by a claim of lien for assessment that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or other assessments shall be deemed to be a Common Expense of the Condominium collectible from all of the Unit Owners. Such sale or transfer shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of any assessments coming due thereafter.

6.3 Commencement of Assessments. Assessments for Common Expenses shall commence on the Units other than those owned by

Developer on the date of closing the first sale by Developer of Condominium Parcel.

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7. Association. The operation of the Condominium shall be by The Landings at Marina Cove Management Association, Inc., a not-for-profit corporation under the laws of the State of Florida. Each Unit Owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each Unit Owner in the funds and assets of the Association shall be in the same proportion as the liability of each Unit Owner for Common Expenses. The affairs of the Association shall be directed by the Board of Directors, which shall be constituted in the manner set forth in the By-Laws of the Association. The Association shall have all of the powers of a Florida corporation not for profit and the powers and duties granted to or imposed upon it by the following:

- (a) The Condominium Act;
- (b) This Declaration of Condominium;
- (c) The Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit B; and
- (d) The By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit C.

7.1 Restraint Upon Assignment of Shares and Assets. The share of a Unit Owner 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 such Unit Owner's Condominium Parcel.

8. Insurance. The Board of Directors of the Association shall obtain and maintain the following types and amounts of insurance coverage:

(a) Liability Insurance. Comprehensive public liability insurance covering all of the Common Elements, and insuring the Association, the Unit Owners, as its and their interest appear, in such amount and providing such coverage as the Board of Directors of the Association may determine from time to time. Premiums for the payment of such insurance shall be paid by the Association, and such premiums shall be a Common Expense of the Condominium.

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(b) Casualty Insurance. Casualty or hazard insurance covering all of the Common elements of the Condominium, and all personal property included therein, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. To the extent available, such coverage shall afford protection against:

(1) Loss or damage by fire, windstorm, 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 improvements similar in construction, location and use as improvements of the Condominium such as insurance covering vandalism, and malicious mischief.

(c) Workmen's Compensation Plan. Policies of workmen's compensation insurance shall be obtained by the Association to meet the requirements of law.

(d) Other Insurance. The Association is authorized to obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable. The Board of Directors of the Association may obtain insurance policies, as provided under this Paragraph 8, which contain such deductible clauses as the Board of Directors determines.

8.1 Loss Payable Provisions.

(a) All hazard policies purchased by the Association, shall be for the benefit of the Association and all Unit Owners, and their first mortgagees of record, as their interests may appear. Such policies shall be deposited with the Association, and the policies and any proceeds thereof will be held in accordance with the terms hereof. These policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. Mortgagee endorsements for first mortgages of record shall be issued as to said policies upon written request from the Unit Owner or mortgagee. It shall be the duty of the Association to receive such proceeds as are paid, and hold the same for the purposes elsewhere stated herein, for the benefit of the Association and the Unit Owners and their respective first mortgagees of record, in the following shares:

(1) Common Elements. Proceeds on account of loss or damage to Common Elements, shall be held in undivided shares by each Unit Owner, such share being the same as his undivided share in the Common Elements appurtenant to his Unit.

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8.2 Affirmative Duty to Repair. Unless a determination is made in accordance with paragraph 10 hereof, not to restore the improvements, the Association shall have an affirmative duty to repair the Common Elements to their original condition. In the event repairs or reconstruction of the Common Elements is necessary:

(a) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and reconstruction and thereafter contract for such works. All the contractors and subcontractors shall deliver paid bills and waivers of mechanics' liens to the Association.

(b) The Board of Directors shall have the right and obligation to negotiate and contract for the repair and reconstruction of the Condominium Property and shall have the power to direct the disbursement of insurance proceeds held by the Association for the repair and reconstruction of the Condominium Property.

(c) No mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, but a mortgagee may participate in a distribution of insurance proceeds under the terms of paragraph 8.3(b) and (e), paid over to such an institutional mortgagee, the Unit Owner named as mortgagor under such mortgage shall be obliged to replenish the amount so paid over, and such Unit Owner and his Unit shall be subject to a special assessment for such sum.

8.3 Distribution of Insurance Proceeds for Repair. Insurance Policy proceeds received by the Association shall be distributed to or for the benefit of the beneficial owners, and expended or disbursed in the following manner:

(a) Reconstruction or Repair. If the loss or damage for which the proceeds are paid is to be repaired or reconstructed, as hereinafter provided, any proceeds remaining after defraying such costs shall be distributed as set forth in paragraph 8.3(e) hereinbelow.

(b) Failure to Reconstruct or Repair. If it is determined in the manner provided hereinbelow that the loss or damage for which the proceeds are paid shall not be repaired or reconstructed, the proceeds shall be disbursed to Unit Owners and their respective mortgagees of record being payable jointly to them to be divided by the Unit Owner and its mortgagee in accordance with the terms of the mortgage. This is a covenant for the benefit of any mortgagee of record of a Unit and may be enforced by such mortgagee, provided that

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the Association shall not have any responsibility with respect to the division between a Unit Owner and its mortgagee. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to repair or replace such personal property, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner stated in paragraph 8.3(e) hereinbelow.

(c) Certificate. Prior to making any distribution to Unit Owners and their respective mortgagees, the Association shall prepare or cause to be prepared a certificate as to the names of the Unit Owners, their respective shares of the distribution, and their respective mortgagees of record, such certificate to be approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida. The Association shall be entitled to rely fully on such certificate and shall have no liability for any damage resulting from any error therein.

(d) Assessments for Repair and Reconstruction. If the proceeds of insurance are not sufficient to defray the estimated cost of repair or reconstruction, or if at any time during repair or reconstruction, or upon completion of repair or reconstruction, the funds for payment of the cost of repair or reconstruction are insufficient, an assessment shall be made against all Unit Owners in the case of damage to Common Elements, in sufficient amount to provide funds for the payment of such costs. Such assessment against Unit Owners for loss or damage to the Common Elements shall be in proportion to each Unit Owner's share of Common Elements, i.e. 1/65th.

(e) Surplus. The first monies disbursed in payment of costs of repair or reconstruction shall be from the insurance proceeds, and any portion of such insurance proceeds remaining after the payment of all costs of repair or reconstruction shall be distributed jointly to the Unit Owners and their respective mortgagees of record in the same shares as are specified in paragraph 8.1(a)(1) hereof, The foregoing covenant is for the benefit of any mortgagee of record of a Unit and may be enforced by such mortgagee but the Association shall not have any responsibility with respect to the division between a Unit Owner and its mortgagee.

(f) Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each owner of any other interest in the Condominium Property, for the purpose of empowering the Association to negotiate and adjust all claims under the

insurance policies purchased by the Association and to execute and deliver releases on behalf of each Unit Owner upon payment of a claim.

(g) Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, or as such improvements were last repaired or reconstructed.

8.4 Insurance Companies. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies, and the Board of Directors of the Association shall not be responsible for the quality of financial responsibility of the insurance companies provided same are licensed to do business in the State of Florida.

9. Determination to Reconstruct or Repair. If any part of the Common Elements of the Condominium shall be damaged by casualty, whether or not the damaged Common Elements shall be reconstructed or repaired shall be determined in the manner hereinafter set forth. The Common Elements shall be reconstructed or repaired under any of the following circumstances:

(a) Partial Destruction. If, in the judgment of the Board of Directors of the Association, less than 50% of the improvements require construction or repair.

(b) Substantial Destruction. If more than 50% of the improvements require repair or construction, and either:

(1) The costs of repair and reconstruction, as estimated by a reliable general contractor licensed by the State of Florida, can, in the judgment of the Board of Directors, be met with insurance proceeds payable as a result of the loss, and if necessary, a special assessment against each Unit in the Condominium in an amount not greater than 6 monthly assessments; or

(2) Within 120 days after the casualty, owners of at least 80% of the Units and their mortgagees, if any, consent in writing to the repair and reconstruction.

In any circumstances other than those set forth in the foregoing subsections (a), (b) (1) and (b) (2) of this Section 9, the improvements shall not be reconstructed, and the Condominium shall terminate in the manner set forth in paragraph 10.1 below.

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10. Termination of Condominium. The Condominium shall be terminated in the manner set forth in Section 10.1 below under the circumstances described in Section 9, or when owners of 90% or more of the Units and all of the Owners of first mortgages of record then encumbering the Condominium Property consent in writing.

10.1 Procedure. In the event the Condominium is terminated as set forth above, the Condominium Property shall be removed from the condominium form of ownership by recording in the Public Records of Flagler County, Florida an instrument terminating the Condominium and setting forth the facts appertaining to such termination. Such instrument shall be executed with the formality of a deed. The termination of the Condominium shall become effective upon the recording of such instrument as provided above, and the Unit Owners shall, thereupon, become owners as tenants in common as to the real property and any remaining improvements. Each Unit Owner shall have the same percentage interest as such Unit Owner's undivided interest in the Common Elements of the Condominium prior to its termination. The lien of any mortgage or other encumbrance upon a Unit shall attach in the same order of priority to the undivided interest of the Owner of the encumbered Unit in the real property and remaining improvements, and in the insurance proceeds if any. Upon termination, the Association shall distribute the proceeds of any policy or policies of casualty insurance received on account of the damage or loss to the Unit Owners and their mortgagees, as their respective interest may appear. The share of insurance proceeds to be allocated to each Unit Owner (and his mortgagee, if any) shall be 1/65th.

11. Other Property Owners Associations. Unit Owners of Condominium Parcels subject to this Declaration shall not be members of Marina Cove at Palm Coast Condominium Association, Inc. by virtue of such ownership. Unit Owners shall become members of said association only by virtue of ownership of a residence within Marina Cove at Palm Coast, a Condominium. Notwithstanding the foregoing, however, in the event the Association fails to maintain the Condominium Property in good condition and repair, the Marina Cove at Palm Coast Condominium Association, Inc., is hereby authorized to enter upon the Condominium property and perform maintenance and repairs to those Common Elements in disrepair or neglect. The cost and expense of such maintenance, which has been approved by the Board of Directors of the Association, shall be remitted to the Marina Cove at Palm Coast Condominium Association, Inc., and to that extent shall become a Common Expense of the Condominium.

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12. Agreement between Owners of Contiguous Units. Where any two (2) Units are adjoining and contiguous, the boundary between such Units as described in paragraph 3.2 hereof (the "Common Boundary"), and the Common Elements located between such Units shall be for the mutual use and benefit of the adjoining Unit Owners, including their heirs, grantees, successors, and assigns as set forth in this paragraph. Each Unit Owner shall have as an appurtenance to his Unit a non-exclusive perpetual easement across, over and upon the Common Boundary and such Common Elements for ingress and egress to his Unit and for the purpose of mooring his Vessel, subject to the limitation that such use shall not infringe on the mutual rights of the adjoining Unit Owner. In the event the Common Boundary or such Common Elements are damaged or destroyed by the negligence or willful misconduct of one (1) or more Unit Owners, such damage shall be promptly repaired and any cost not covered by insurance secured by the Association shall be borne by the Unit Owner(s) causing such damage. If a Unit Owner fails to pay any cost incurred by the Association in making such repairs and not reimbursed by insurance within ten (10) days, the Association shall be entitled to impose lien upon the Unit of such Unit Owner and all rights accorded to the Association relating to unpaid charges pursuant to Section 6.2 hereof.

13. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms and provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations adopted pursuant thereto, as they all may be amended from time to time. Failure of a Unit Owner to comply shall entitle the Association or any other Unit Owner to maintain an action, either legal or equitable, to require compliance. The prevailing party in such action shall be entitled to recover reasonable attorneys' fees, including those incurred in any appeal.

13.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act or neglect, or the act or neglect of any member of his family, his guests, employees, agents, invitees or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association.

13.2 No Waiver of Rights. The failure of the Developer, the Association or any Unit Owner to enforce any covenant, restriction or other provision of this Declaration, the Articles of Incorporation and By-Laws of the Association, or the Rules and Regulations of the Association shall not constitute a waiver of the right to do so thereafter.

14. Use Restrictions. The use of the Condominium Property by Unit Owners shall strictly comply with the provisions of the Rules of the Condominium as the same may be adopted and may be hereafter amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and By-Laws.

15. Sale and Lease of Units. Unit Owners, other than the Developer, may only sell or lease their respective Units in accordance with the following restrictions:

(a) Registration. The Association shall at all times maintain a Register setting forth the names of the Owners of all of the Units, and in the event of the sale, transfer or lease of any Unit to a third party, the purchaser, transferee or lessee shall notify the Association in writing of his interest in such Unit, together with such information as shall be pertinent to identify the instrument by which such purchaser, transferee, or lessee has acquired his interest in any Unit. The holder of any mortgage or mortgages upon any Unit may, if they so desire, notify the Association of the existence of any mortgage or mortgages held by such party on any Unit and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

(b) Effect of Condominium Documents. All present and future owners, tenants or other persons acquiring an interest in a Unit of the Condominium are subject to the terms and provisions of this Declaration and all documents appurtenant hereto and incorporated herein by reference, including, without limitation the Rules of the Condominium. The act of occupancy of any Unit shall signify that the said terms and provisions are accepted and ratified by the occupant, and such occupant shall be deemed conclusively to covenant to occupy and use such Unit in accordance with said terms and provisions.

(c) Sale or Lease of Units. No Unit of the Condominium may be subdivided or partitioned by any Unit Owner, other than the Developer, and all Units must be sold in their entirety. No Unit may be rented or leased by a Unit Owner other than Developer for an occupancy period of less than six (6) months without the express written approval of the Developer, or the Association if the Developer has transferred control as described in the By-Laws of the Association. Units of the Condominium, other than Units owned by the Developer, may only be sold or leased subject to a right of first refusal in the Owners of units of the Residential Condominium, except when a Unit Owner is also an owner of a unit in the Residential Condominium (the "Residential Unit") and is selling his Unit to the purchaser of his

Residential Unit, or leasing his Unit to the lessee of his Residential Unit. In the event of the latter, the occupancy term of the lease for the Unit must not exceed the term of the occupancy period of the Residential Unit. Should the purchaser or the lessee of the Unit Owner's Residential Unit not desire to purchase or lease the Unit, then the Unit Owner may sell or lease his Unit to a third party subject to the right of first refusal of the owners of Residential Units as set forth in the following subsection.

(d) Right of First Refusal. Except as otherwise provided in Section 15(c) above, the sale or lease of every Unit of the Condominium shall be subject to the right of first refusal in the owners of Residential Units. In the event a Unit Owner desires to sell or lease his Unit, he shall furnish written notice of such intent to the Owners of Residential Units in one of the following manners:

(1) Delivery by mail or hand to each Residential Unit. When this method is used, the person giving the notice shall furnish an affidavit to the Secretary of the Residential Association certifying that notice has been delivered or mailed, and the date of delivery or mailing to each Residential Unit. The right of first refusal shall be exercised withing twenty-one (21) days after delivery by hand or twenty-four (24) days after delivery by mail.

(2) Delivery to the party mailing assessment notices for the Residential Association of sufficient copies of the notice for each Residential Unit Owner to be mailed to each such Owner with the next assessment notice. The right of first refusal shall be exercised within twenty-four (24) days after the mailing of the notices with the assessment notices.

The notice shall contain the Unit number, the Owner's name, address and telephone number and either the price and items which would be acceptable to the Owner, or, if the Owner has received an acceptable offer, then the price and terms set forth in such offer. If the price and terms are contained in an existing offer, the notice shall so state.

An owner of a Residential Unit desiring to exercise his right of first refusal shall deliver to the owner within the appropriate time a written offer to purchase or lease the Unit in accordance with the terms and conditions contained in such notice accompanied by the down payment or deposit specified in the notice. If the Owner receives no notice of exercise, then he may proceed to sell or lease his Unit to a third party at the price and on the terms and

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conditions specified in the notice. Any sale or lease at a lower price or upon terms more favorable to the purchaser or tenant shall require that a new notice be given. In the event a Unit Owner shall attempt to sell or lease his Unit without first offering such Unit to the owners of Residential Units in the manner set forth herein, such sale or lease shall be null and void. Notwithstanding any provision contained herein to the contrary, the right of first refusal provided herein shall not apply to the following:

(i) The acquisition of any Unit by an owner of a first mortgage of record encumbering such Unit, or other person, through the foreclosure of such mortgage or deed in lieu of foreclosure; or

(ii) Any transaction between a Unit Owner and his or her spouse, children, parents, siblings, or a trust created for the benefit of any one or more such persons.

(e) Developer's Right to Sell or Lease. The provisions of paragraphs 15(c) and 15(d) above shall not apply to the Developer so long as it owns any Unit. The Developer shall have the right to sell, rent, or lease any Unit which it owns to any purchaser, tenant, or lessee approved by it, and the Developer shall have the right to transact any and all business which facilitates the sale, rental, or leasing of such Units, including, but not limited to, the right to maintain models, post signs, use the Common Elements, conduct promotions, show Units and maintain a sales office located on the Condominium Property, including a Vessel or houseboat moored within a Unit. Such sales office and any furnishing or fixtures contained therein, signs, and all other items pertaining to the Developer's efforts to sell, rent, or lease Units shall not be property of the Condominium, and shall remain the property of the Developer.

16. Rights of the Developer Assignable. All rights in favor of the Developer reserved in this Declaration and in the Articles of Incorporation and the By-Laws of the Association are fully assignable, in whole, or in part by the Developer and may be exercised by the nominee of the Developer and/or exercised by any person designated by the Developer to succeed to such right or rights and by any person or entity becoming a successor to the Developer by operation of law.

17. Amendments. Except as otherwise provided in the Declaration and the Exhibits thereto, amendments to this Declaration shall be proposed and adopted in the following manner:

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17.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

17.2 Proposal. An amendment may be proposed either by the Board of Directors of the Association or by at least 20% the members of the Association entitled to vote at an Association meeting. Members may propose an amendment by instrument in writing directed to the president or secretary of the Association signed by the requisite number of members. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regular or special meeting thereof. Upon an amendment being proposed as herein provided, the secretary of the Association shall call a special meeting of the members of the Association to be held not sooner than twenty (20) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Such amendment must be approved by the affirmative vote of sixty percent (60%) of the total number of Association members entitled to vote.

17.3 Limitations. No amendment to this Declaration amending Section 8, ("Insurance"), or any part thereof, shall be effective unless all first mortgagees of record shall join in the execution of any such amendment. Further, no amendment shall make any changes which would in any way affect any of the rights, privileges, or powers herein provided in favor or reserved to the Developer, unless the Developer shall join in the execution of any such amendment. Further, no amendment to Paragraph 12, ("Termination"), or any part thereof, shall be effective unless the Unit Owners of all Condominium Parcels and the owners of all first mortgages of record on Condominium Parcels join in the execution of any such amendment.

17.4 Amendments Prior to Transfer of Control of Association. Notwithstanding the provisions of Paragraph 17.2 and 17.3 hereof, until the first election of the members of the Board of Directors by Unit Owners, as provided in the Articles of Incorporation and By-Laws of the Association, proposal of an amendment shall be made by the Board of Directors and approval thereof shall require only the affirmative vote of all of the Directors at any regular or special meeting thereof.

17.5 Alternate Method of Amendment. Except as prohibited by law, any amendment to the Declaration of Condominium may be adopted by written approval thereof by two-thirds (2/3) of the Board of Directors and Owners of sixty percent (60%) of the Units.

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17.6 Execution and Recording. Except as otherwise provided in this Declaration or in the Condominium Act, a copy of each amendment shall be attached to a certificate which shall include the recording data identifying this Declaration, certifying that the amendment was duly adopted, and said certificate shall be executed by the Association with the formalities of a deed and shall be effective upon recordation thereof in the Public Records of Flagler County, Florida.

18. Severability. Invalidation of any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association shall not affect any of the remaining provisions, which shall remain in full force and effect.

19. Titles and Captions. Titles or other captions contained in this Declaration, the Articles of Incorporation or By-Laws of the Association are inserted only as a matter of convenience and for reference purposes and in no way define, limit, extend or describe the scope of this Declaration, the Articles of Incorporation or the By-Laws of the Association, or the intent of any provision.

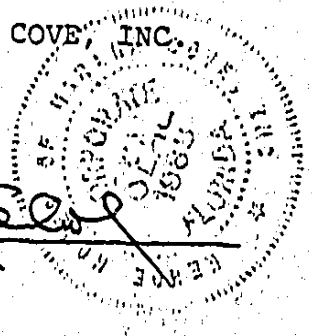
20. Person and Gender. Whenever the singular number is used in this Declaration, the Articles of Incorporation or the By-Laws of the Association, and when required by the context, the same shall include the plural, and masculine gender shall include the feminine and neuter genders.

IN WITNESS WHEREOF, Kehoe Homes of Marina Cove, Inc., has caused these presents to be executed and its corporation seal affixed this 21 day of March, A.D. 1989.

WITNESSES:

[Signature]
Patricia J. Smith

KEHOE HOMES OF MARINA COVE, INC.
By: [Signature]
President



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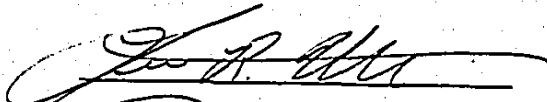
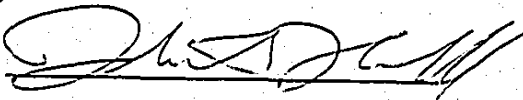
JOINDER OF MORTGAGEE

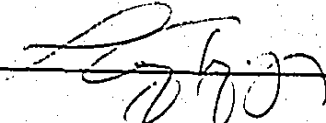
KNOW ALL MEN BY THESE PRESENTS:

That ITT Land Corporation, (hereafter "Mortgagee"), joins the Developer, Kehoe Homes of Marina Cove, Inc., in the foregoing Declaration of Condominium of The Landings at Marina Cove, a Marina Condominium located in Flagler County, Florida, but such joinder is entered into by Mortgagee without recourse or warranty, whether of title or otherwise; without assuming any obligation whatsoever of the owner; and reserving to Mortgagee all of its rights and remedies as granted under the mortgage held by Mortgagee on the land and improvements lying and being in Flagler County, Florida, more particularly described in Exhibit A to the Declaration, and under the note secured by said mortgage.

Dated this 28th day of MARCH, 1989.

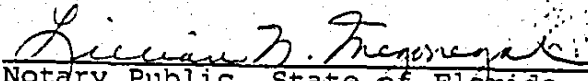
ITT LAND CORPORATION

By  (SEAL)
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of March, 1989, by T. AVERY NYE, JR., the President on behalf of the Mortgagee.


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

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 23, 1992
BONDED THROUGH ADAMSON AGENCY, INC.

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JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

That A. C. DEVELOPMENT, INC., (hereafter "Mortgagee"), joins the Developer, Kehoe Homes of Marina Cove, Inc., in the foregoing Declaration of Condominium of The Landings at Marina Cove, a Marina Condominium, located in Flagler County, Florida, but such joinder is entered into by Mortgagee without recourse or warranty, whether of title or otherwise; without assuming any obligation whatsoever of the owner; and reserving to Mortgagee all of its rights and remedies as granted under the mortgage held by Mortgagee on the land and improvements lying and being in Flagler County, Florida, more particularly described in Exhibit A to the Declaration, and under the note secured by said mortgage.

DATED this 7th day of April, 1989.

WITNESSES:

[Signature]
[Signature]

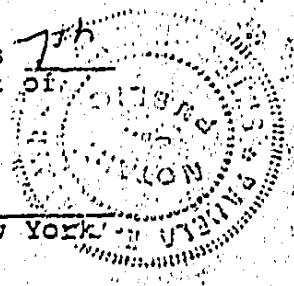
A. C. DEVELOPMENT, INC.

By: *[Signature]* Pres.
Evelyn M. Anderson, President

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 7th day of April, 1989, by Evelyn M. Anderson, President of A. C. Development, Inc., on behalf of the corporation.

[Signature]
Notary Public, State of New York



My Commission Expires:

PAMELA K. HORVATH
NOTARY PUBLIC, State of New York
No. 30-485527, Qualified in Nassau County
Certificate Filed in Nassau County
Commission Expires March 31, 1990

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JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

That DENNIS COLEMAN and THOMAS ANDERSON, (hereafter "Mortgagees"), joins the Developer, Kehoe Homes of Marina Cove, Inc., in the foregoing Declaration of Condominium of The Landings at Marina Cove, a Marina Condominium, located in Flagler County, Florida, but such joinder is entered into by Mortgagee without recourse or warranty, whether of title or otherwise; without assuming any obligation whatsoever of the owner; and reserving to Mortgagee all of its rights and remedies as granted under the mortgage held by Mortgagee on the land and improvements lying and being in Flagler County, Florida, more particularly described in Exhibit A to the Declaration, and under the note secured by said mortgage.

DATED this 7th day of April, 1989.

WITNESSES:

Eunice M. Anderson

Dennis Coleman
DENNIS COLEMAN

Thomas Anderson
As to both parties

Thomas Anderson
THOMAS ANDERSON

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 7th day of April, 1989, by Dennis Coleman and Thomas Anderson.

Pamela K. Horvath
Notary Public State of New York
My Commission Expires:

PAMÉLA K. HORVATH
NOTARY PUBLIC, State of New York
No. 30-425527, Qualified in Nassau County
Certificate filed in Nassau County
Commission Expires March 31, 1990

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STATE OF FLORIDA
COUNTY OF VOLUSIA

On this 31st day of March, 1989, personally appeared before me, Walter A. Kehoe, President of Kehoe Homes of Marina Cove, Inc., to me known to be the person who executed the foregoing Declaration on behalf of said corporation, and he duly acknowledged to me that he executed said Declaration on behalf of said corporation for the purposes therein expressed.



Notary Public, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 30, 1991
Bonded by the State of Florida

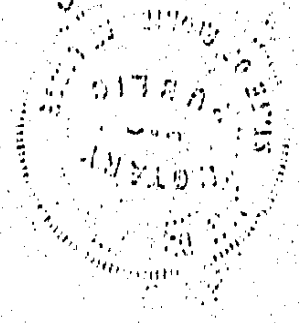
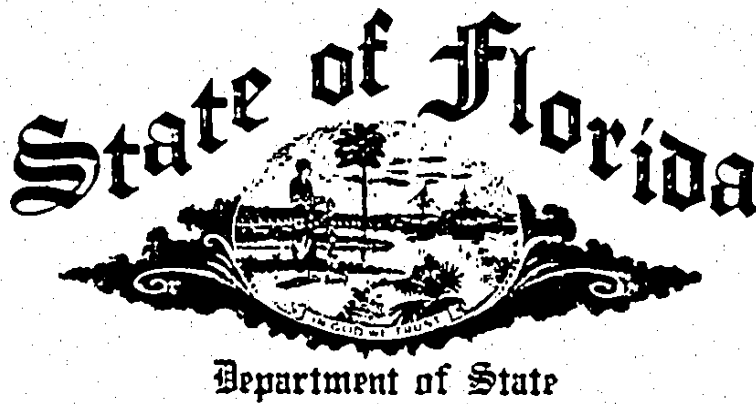


EXHIBIT "B"



I certify that the attached is a true and correct copy of the Articles of Incorporation of THE LANDINGS AT MARINA COVE CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 27, 1989, as shown by the records of this office.

The document number of this corporation is N31382.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
27th day of March, 1989.



Jim Smith
Secretary of State

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ARTICLES OF INCORPORATION

OF

THE LANDINGS AT MARINA COVE CONDOMINIUM ASSOCIATION, INC.

We, the undersigned do hereby associate ourselves for the purpose of forming a corporation not for profit, pursuant to the laws of the State of Florida, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be THE LANDINGS AT MARINA COVE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act," for the management and operation of The Landings at Marina Cove, a Marina Condominium, (the "Condominium") which is to be established as a nonresidential condominium in accordance with the Condominium Act, located on lands owned by Kehoe Homes of Marina Cove, Inc., (the "Developer") in Flagler County, Florida, and to undertake the duties and acts incident to the administration, management and operating of said condominium.

2.2 The Association shall make no distribution of income to its members, directors or officers, being conducted as a non-profit organization for the benefit of its members.

ARTICLE III

Powers

The Association shall have the following powers:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit.

3.2 The Association shall have all of the powers and duties set forth in the By-Laws of the Association and Chapters 607 and 617, Florida Statutes and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as it may be amended from time to time, including, but not limited to, the following:

a. To make and establish reasonable rules and regulations governing the use of Units, Common Property and Limited Common Property in the Condominium as said terms may be defined in the Declaration of Condominium to be recorded.

b. To make and collect assessments against members of the Association as Unit Owners to defray the costs, expenses and losses of the Condominium.

c. To use the proceeds of assessments in the exercise of its powers and duties.

d. To maintain, repair, replace, operate and manage the property comprising the Condominium, including the right to reconstruct improvements after casualty and to make further improvements of the Condominium Property.

e. To acquire, own, manage, maintain and repair real and personal property.

f. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners and officers and directors.

g. To approve or disapprove the transfer, leasing, mortgaging and ownership of Units as may be provided by the Declaration of Condominium and By-Laws.

h. To enforce by legal means the provisions of the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association and the rules and regulations governing the use of the Condominium Property.

i. To contract for the management of the Condominium and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

k. To employ personnel to perform the services required for proper operation of the Condominium.

l. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium aforementioned.

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3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV Members

4.1 The members of the Association shall consist of all record Unit Owners of Condominium Parcels in the Condominium. No person holding any lien, mortgage or other encumbrance, upon any Condominium Parcel shall, by virtue of such lien, mortgage or other encumbrance be a member of the Association, except if such person acquires record title to a Condominium Parcel pursuant to foreclosure or any proceeding in lieu of foreclosure, in which cases such person shall be a member upon acquisition of record title to the Condominium Parcel.

4.2 Membership shall be acquired by recording in the Public Records of Flagler County, Florida, a deed or other instrument establishing record title to a Condominium Parcel in the Condominium, the Owner designated by such deed or other such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any person who owns more than one Condominium Parcel shall remain a member of the Association so long as record title is retained to any Condominium Parcel. The Association may require delivery to the Association of a true copy of the recorded deed as a condition of permitting the exercise of the right to vote and to use the common property.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Parcel.

4.4 On all matters upon which the membership shall be entitled to vote, there shall be one vote for each Condominium Parcel, which vote shall be exercised or cast in the manner provided in the By-Laws of the Association. Any person owning more than one Condominium Parcel shall be entitled to one vote for each Condominium Parcel owned.

4.5 Until such time as some portion of the property is submitted to a Plan of Condominium Ownership by the recordation of said Declaration of Condominium, the membership of the corporation shall be comprised of the subscribers of these Articles, each of whom shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.

ARTICLE V
Subscribers

5.1 The name and address of the Subscriber of the Association is as follows:

<u>Name</u>	<u>Address</u>
Walter A. Kehoe	27 S. Orchard Street Ormond Beach, Florida 32074

ARTICLE VI
Principal Office

The principal office of the Association shall be located at 27 S. Orchard Street, Ormond Beach, Florida 32074; but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII
Board of Directors

7.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than nine (9) directors. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the Association, and in the absence of such determination, and for so long as the Developer shall be entitled to elect a director, shall consist of three (3) directors. Directors need not be members of the Association.

7.2 Except as provided in §§7.3, Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

7.3 The names and address of the members of the first Board of Directors, who shall hold office until their respective successors are elected in accordance with §7.4 below, are as follows:

Walter A. Kehoe	Milton Peck
27 S. Orchard Street	27 S. Orchard Street
Ormond Beach, Florida 32074	Ormond Beach, Florida 32014

Sally A. Gentile
27 S. Orchard Street
Ormond Beach, Florida 32074

In the event of a vacancy occurring prior to the election of a particular director's successor as provided for in Paragraph 7.4, such vacancy shall be filled by appointment by Developer.

7.4 The Board of Directors shall call a special members meeting promptly after the Developer has conveyed twenty (20) Units to individual purchasers, at which meeting the Unit Owners other than Developer shall elect one (1) member of the Board of Directors to replace Milton Peck or his successor selector by Developer. The Board of Directors shall call a special meeting to elect members of the Board of Directors to replace the other Directors appointed by Developer when the last Director appointed by Developer is replaced on the Board of Directors of Marina Cove at Palm Coast Condominium, provided that Developer may permit the membership to elect a replacement for one or both of the Developer appointed Directors of The Landings at Marina Cove Condominium Association at such earlier time as Developer may elect.

ARTICLE VIII
Officers

8.1 The Board of Directors shall elect a President, Vice President, and Secretary/Treasurer, all of whom shall serve at the pleasure of the Board of Directors. There may also be such assistant treasurers and assistant secretaries as the Board of Directors may from time to time determine. The President and Vice President shall be elected from among the members of the Board of Directors, but no other officer need be a director. The same person may hold two offices, except that the office of President and Vice President shall not be held by the same person, nor shall the President also be the Secretary or an assistant Secretary. Any officer may be removed peremptorily by a vote of a majority of the directors present at any duly constituted meeting. The following are the names of the officers of the Association who shall serve until the first election of directors by members of the Association, as provided in Section 7.4 of Article VII hereof.

Walter A. Kehoe	President
Milton Peck	Vice President
Sally A. Gentile	Secretary/Treasurer

ARTICLE IX
Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses or liabilities, including reasonable counsel fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer at the time such expenses or liabilities are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director may be entitled.

ARTICLE X
By-Laws

The original By-Laws of the Association shall be adopted by the initial Board of Directors, and may be altered, amended or rescinded in accordance with the provisions of said By-Laws.

ARTICLE XI
Term

The term of the Association shall be perpetual.

ARTICLE XII
Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

12.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by Owners of 40% of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them.

12.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which

notice shall be mailed to or presented personally to each member not less than fourteen (14) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member waive such notice, and such waiver when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than 70 percent of the Units in Marina Cove of Palm Coast Condominium in order for such amendment or amendments to become effective. An amendment may also require the joinder of Developer and/or the holders of mortgages on Units as provided in §12.5 below

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Flagler County, Florida, promptly.

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

12.4 In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record Owners of Units in the manner required for execution of a deed.

12.5 No amendment shall make any changes in the qualification for membership nor the voting rights of members, nor any change in Section 3.3 of Article III hereof, without approval in writing of all members and the joinder of all record Owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment to these Articles of Incorporation which would abridge, amend or alter the rights of the Developer to designate and select members of each Board of Directors of the Association, as provided in Article VII hereof or which would restrict or modify any other right or power of Developer or the rights and powers of the initial Board of Directors may be adopted or become effective without the prior written consent of Developer. No amendment which would abridge, amend or alter the rights of the holder

of any first mortgage on a Unit shall become effective without the written joinder of all first mortgage holders.

ARTICLE XIII
Registered Agent

13.1 Palmetto Charter, Inc., whose address is 150 Magnolia Avenue, Daytona Beach, Florida 32018, is hereby appointed the initial Registered Agent of the Association and his office is hereby designated as the initial registered office of the Association.

IN WITNESS WHEREOF, for the purpose of forming this corporation not for profit under the laws of the State of Florida, we, the undersigned subscriber, hereby executes these Articles of Incorporation this 23 day of March, 1989.

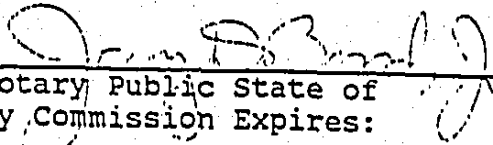


Walter A. Kehoe

STATE OF Florida
COUNTY OF Volusia

Before me, the undersigned authority, personally appeared Walter A. Kehoe, to me known to be the Subscriber of The Landings at Marina Cove Condominium Association, Inc., a Florida corporation, not for profit, who being by me first duly sworn, acknowledged that he signed the same for the purposes herein expressed.

WITNESS my hand and seal in the State and County aforesaid, this 23 day of March, 1989.



Notary Public State of
My Commission Expires:

Notary Public, State of Florida
My Commission Expires: 11/11/89

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CERTIFICATE DESIGNATING REGISTERED
AGENT AND STREET ADDRESS FOR
SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, THE LANDINGS AT MARINA COVE CONDOMINIUM ASSOCIATION, INC., desiring to incorporate under the laws of the State of Florida hereby designates Palmetto Charter, Inc., 150 Magnolia Avenue, Daytona Beach, Florida 32018, as its Registered Agent and the street address of its registered office, respectively, for the service of process within the State of Florida.

THE LANDINGS AT MARINA COVE
CONDOMINIUM ASSOCIATION, INC.

By: 

ACCEPTANCE OF DESIGNATION

I hereby accept the foregoing designation as Registered Agent of THE LANDINGS AT MARINA COVE CONDOMINIUM ASSOCIATION, INC., for the service of process within the State of Florida until further notice.

PALMETTO CHARTER, INC.

By: 

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EXHIBIT "C"

BY-LAWS
OF
THE LANDINGS AT MARINA COVE CONDOMINIUM ASSOCIATION, INC.
(A corporation not for profit under
the Laws of the State of Florida.)

1. IDENTITY

These are the By-Laws of The Landings at Marina Cove Condominium Association, Inc. called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on March 31, 1989. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, (called the Condominium Act in these By-Laws), which condominium is identified by the name The Landings at Marina Cove, a Marina Condominium, and is located at Flagler County, Florida on lands more fully described in the Declaration of Condominium for The Landings at Marina Cove, a Marina Condominium.

1.1 The provisions of these By-Laws are applicable to The Landings at Marina Cove Condominium Association, Inc., and the terms and provisions hereof are expressly subject to and shall be controlled by the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the formal Declaration of Condominium of The Landings at Marina Cove, a Marina Condominium, (hereafter referred to as the "Declaration") which will be recorded in the Public Records of Flagler County, Florida.

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

1.3 The office of the Association shall be at 27 S. Orchard Street, Ormond Beach, Florida 32074.

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

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

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 The qualification of members, the manner of their admission

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

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

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

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

3.1 The Annual Members' Meeting shall be held at such place and at such date in November of each year as may be designated by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

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

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

3.4 A vote of the owners of a unit owned by more than one person or by a corporation or other entity, or under lease will be cast by

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

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

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

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

3.7 Provided, however, that until a majority of the directors of the Association are elected by the members other than the Developer, the proceedings of all meetings of the Association shall have no effect unless approved by the Board of Directors.

4. BOARD OF DIRECTORS

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

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

a. The first Board of Directors of the Association shall be appointed by Kehoe Homes of Marina Coves, Inc. (hereafter "Developer"), and shall hold office until their successors are elected by members other than the Developer and have qualified. The names and address of the members of the first Board of Directors are set forth

in Article VI of the Articles of Incorporation of the Association, the provisions of which are incorporated herein by reference.

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

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

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

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

f. Any director elected by unit owners other than the Developer may be removed by a concurrence of a majority of all the voting interests at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the membership of the Association at the same meeting.

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

h. In the event that Developer in accordance with the right and privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacement of any person or persons designated by Developer to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced, and

the name or names of the person or persons designated as successor or successors to the persons so removed from the Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

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

4.3 The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors, at the meeting at which they were elected. The outgoing President of the Board of Directors will preside over said organizational meeting until the new officers are elected.

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

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

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

4.7 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against

such action or abstains from voting in respect thereto because of an asserted conflict of interest. If any Directors' meeting cannot be organized because a quorum has not attended, or because a greater percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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

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

- a. To make, levy and collect assessments against members and members' units to defray the costs of the condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;
- b. To maintain, repair, replace, and operate the condominium property.
- c. To purchase insurance upon the condominium property and insurance for the protection of the Association; as well as liability insurance for the protection of the Directors and officers.
- d. To reconstruct improvements after casualty.
- e. To make and amend regulations governing the use of the property, real and personal, in the condominium so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;
- f. To approve or disapprove proposed purchasers or tenants of units in the manner specified in the Declaration of Condominium;
- g. To acquire, operate, manage and otherwise deal with property, real and personal, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the

purposes set forth in the Declaration of Condominium, including specifically to acquire or lease a unit for the manager.

h. To grant utility, communication, parking, storage and access easements of limited or unlimited duration over, under and upon the common elements of the Condominium for the use and benefit of members of the Association and/or members of The Landings at Marina Cove, a Condominium.

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

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

k. To pay all taxes and assessments which are liens against any part of the Condominium other than the appurtenances thereto, and to assess the same against the members and their respective units subject to such liens;

l. To pay all costs of power, water, sewer and other utility services rendered to the condominium which are not billed to the owners of the separate units based on usage;

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

4.10 No fee shall be paid for service as a Director of the Association. The compensation of any employee of the Association shall be fixed by the directors. The Board of Directors is not precluded from employing a director as an employee of the Association and compensating him as an employee, nor precluded from contracting with a director for the management of the condominium.

5. OFFICERS

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be pre-emptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary, an Assistant Secretary, or the Vice president. The Board of Directors

from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

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

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

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

6. FISCAL MANAGEMENT

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

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

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

6.3 The Board of Directors will adopt a budget for each calendar year, (unless the Board of Directors elect a different fiscal year basis). The budget will include the estimated funds required to defray the common expenses. A copy of the proposed annual budget of common expenses and proposed assessments shall be mailed to the unit owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a written notice of the time and place of such meeting.

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

6.5 Special assessments for common expenses of emergencies that cannot be paid from the annual assessments may be made by the Board of Directors, but such assessments shall not be payable less than forty-five (45) days after notice is mailed to the members of the Association. If a majority of the members make written request prior to the due date of the emergency assessment, a special meeting shall be called and the assessment deferred pending the result of the meeting. The emergency assessment may be reduced or eliminated by the vote of a majority of the members. If not eliminated by majority vote, the special assessment shall be due ten (10) days after the meeting.

6.6 If the Developer holds units for sale in the ordinary course of business, no action shall be taken by the Association that would be detrimental to the sales of units by the Developer without the written approval of Developer. An increase in assessments for common expenses

without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

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

6.8 Upon written request from the Department of Housing and Urban Development, the Association will furnish, within a reasonable time, a financial statement of the Association for the immediately preceding fiscal year. Any such financial statement will be prepared and certified in the manner then required by the agency requesting the statement.

6.10 From and after the date upon which the Condominium consists of 50 or more units, fidelity bonds in the amount of not less than \$10,000 shall be required by the Board of Directors from all officers, employees, agent, or contractor handling or responsible for the Association funds. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES

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

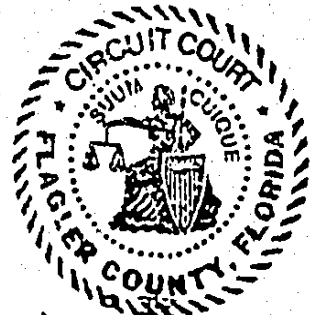
8. AMENDMENTS

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

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

8.2 Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment

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5th JUDGE
J. Ducken, Jr.
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.

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or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

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

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

8.5 Notwithstanding the foregoing provisions of this Section 8, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Section 4 hereof, may be adopted or become effective without the prior written consent of Developer. No amendment to these By-Laws shall make any changes in the qualifications for membership nor the voting rights of members without the approval in writing of all members and holders of all first mortgagees. No amendment which would abridge, amend or alter any rights of first mortgagees shall be made without the written approval of all such mortgagees. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium or the Articles of Incorporation of this Association.

The foregoing were adopted as the By-Laws of The Landings at Marina Cove Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of Directors on March 31, 1989.

/s/ Sally A. Gentile
Secretary

Approved

/s/ Walter A. Kehoe
President