

TABLE OF CONTENTS

	<u>Page</u>
1. SUMMARY OF DISCLOSURE STATEMENTS	2
2. PROSPECTUS	3
3. DECLARATION OF CONDOMINIUM	11
4. LEGAL DESCRIPTION	32
5. SURVEY	35
6. PLOT PLAN and FLOOR PLANS	36
7. ARTICLES OF INCORPORATION	43
8. BY-LAWS	51
9. ESTIMATED OPERATING BUDGET	57
10. PURCHASE AGREEMENT	58
11. ESCROW AGREEMENT	64
12. RECEIPT FOR CONDOMINIUM DOCUMENTS	67
13. SALES BROCHURE	68
14. DECLARATIONS AND RESTRICTIONS, BRANDYWINE PUD	76

SUMMARY OF DISCLOSURE STATEMENTS

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

UNITS IN BRANDYWINE VILLAGE, A CONDOMINIUM, ARE BEING CREATED AND SOLD AS FEE SIMPLE INTERESTS.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAS BEEN SOLD.

THERE IS A LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS, REGULAR OR SPECIAL, OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE COMMON FACILITIES OF THE CONDOMINIUM AND COMMON EXPENSE OF THE ASSOCIATION. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

THERE ARE NO WARRANTIES UNLESS THEY ARE EXPRESSLY STATED IN WRITING BY THE DEVELOPER.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALE MATERIALS.

P R O S P E C T U S  
(OFFERING CIRCULAR)  
FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDER IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

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INDEX TO THE PROSPECTUS

	<u>Page</u>
1. NAME AND LOCATION	1
2. DESCRIPTION OF CONDOMINIUM PROPERTY	1
3. MAXIMUM NUMBER OF UNITS	1
4. FEE SIMPLE INTEREST	1
5. RECREATIONAL FACILITIES	1
6. RECREATION LEASE OR ASSOCIATION OF CLUB MEMBERSHIP	2
7. MANAGEMENT OF CONDOMINIUM PROPERTY	2
8. CONTROL OF ASSOCIATION	2
9. SUMMARY OF USE RESTRICTIONS	2
10. ADDITIONAL LAND SERVING THE CONDOMINIUM	3
11. UTILITIES AND OTHER SERVICES	3
12. APPORTIONMENT OF THE COMMON ELEMENTS	3
13. PROJECTED OPERATING BUDGET	3
14. SPECIFICATION OF BUDGETED ASSOCIATION EXPENSES	3
15. BUYER'S ESTIMATED CLOSING EXPENSES	4
16. DEVELOPER INFORMATION	4

## PROSPECTUS

(Offering Circular) for Brandywine Village, a Condominium

1. Name and Location: The name of the Condominium is Brandywine Village. It is located off of Brandywine Road approximately three miles north of DeLand, Florida, and approximately one-quarter mile south of the intersection of U. S. Highway 17 and State Road 15A, adjacent to Brandywine Shopping Village and a subdivision known as Brandywine, Unit 1. The property contains approximately eight acres.

2. Description of Condominium Property:

A. The Condominium will consist of thirteen one and two story buildings containing thirty-eight living units. Four of the buildings will consist of four units. Four of the buildings will consist of three units. Five of the buildings will consist of two units. One model will have two bedrooms and two baths. One model will have three bedrooms and two baths. One of the models will have three bedrooms and three baths.

B. A copy of the plot plan and survey are attached to the Declaration as Exhibits "C" and "B" respectively.

C. The estimated date for completion for construction of the condominium is July 31, 1984.

3. Maximum number of units. The maximum number of units using the facility in common with the Condominium is thirty-eight, consisting solely of Brandywine Village, a Condominium. There will be no other phases to this Condominium. There are recreational facilities in the condominium which are described in Paragraph 5 below.

4. Fee simple interest: ALL UNITS IN BRANDYWINE VILLAGE A CONDOMINIUM, HAVE BEEN CREATED AND ALL SALES OF UNITS IN THE CONDOMINIUM WILL BE CONSUMED BY FEE SIMPLE ABSOLUTE INTEREST IN THE REAL PROPERTY. However, the Developer reserves the right to lease any unit to any person, firm or corporation upon any terms it deems in its own interest. Developer has no plan to enter into a program of leasing units or selling units subject to leases. Were a unit to be leased, the purchase agreement for it would so indicate. Time share estates may not be created in this condominium.

5. Recreational Facilities: Recreational and other common facilities in this Condominium are:

A. A Clubhouse of approximately 1,000 square feet which will accommodate 65 people. The Clubhouse will be kitchen equipped and contain two restrooms. The Clubhouse will be located as depicted on the plot plan.

B. A swimming pool will be located approximately fifteen feet south of the clubhouse. The pool will be unheated and will be 32 feet long by 16 feet wide, having a maximum depth of eight feet and a minimum depth of three feet. The decking area surrounding the pool is approximately 800 square feet. It will accommodate 20 people.

C. The walks and drives within the Condominium are available for reasonable use by the owners of the units and the road will be a private road maintained by the Condominium Association. Each unit will contain a garage which will constitute a limited common element for the exclusive use of that owner.

D. The items of personal property for use in the recreational facilities are as follows:

(1) Pool Deck. Table chairs, tables, chaise lounges, umbrellas, and miscellaneous life saving devices.

(2) Clubhouse. Two card tables, eight chairs,

two sofas, six easy chairs, refrigerator, stove, lamps, end tables, and coffee tables.

E. The Clubhouse and swimming pool are estimated to be available for the use by the homeowners on March 1, 1984, and the maximum units that will use these facilities is 38.

6. Recreational Lease or Association of Club Membership: There is no recreational lease or club/membership related to, encumbering or associated with the Condominium.

7. Management of Condominium Property: The Condominium property and any other property that will serve the unit owners of the condominium property shall be managed by the Brandywine Village Condominium Association, Inc. There is no contract for the management of the Condominium property with any person or firm. However, the Association may enter into contracts for the performance of a portion of its responsibility so long as its ultimate responsibility of management is not delegated to others.

2/10/86 — 8. Control of Association: THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. Until such time as owners, other than the Developer, own fifteen (15%) percent or more of the Units ultimately to be operated by the Association, Developer shall be entitled to appoint the entire Board of Directors of the Association. After owners other than the Developer own fifteen (15%) percent or more of the Units, Unit owners other than Developer shall be entitled to elect one-third of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect not less than a majority of those members of the Board of Directors three years after sales by Developer have been closed on fifty (50%) percent of the units that may be operated ultimately by the Association or three months after sales have been closed by the Developer on ninety (90%) percent of the units that will be operated ultimately by the Association or when all the units that will be operated ultimately by the Association have been completed some of them have been sold and none of the others have been offered for sale by the Developer in the orderly course of business whichever shall occur first. Developer shall be entitled to elect not less than one member of the Board of Directors as long as it holds for sale under the orderly course of business at least five (5%) percent of the units in the condominium. This is as set forth in Paragraph 6(I) of the By-Laws.

9. Summary of Use Restrictions: The use and occupancy of units and of condominium property are subject to restrictions which appear in the Declaration of Condominium Paragraph 11.1 on pages 10 to 11. These restrictions include: requirement that the use of the units be limited to occupancy by a single family and its guests; restrictions on pets; restrictions on solicitations; restrictions on external alterations of individual units; a provision for the adoption of reasonable rules and regulations by the association for prevention of a nuisance, for property protection and use of the condominium property. No rules and regulations have been adopted by the association at this time.

This summary is not intended to be exhaustive or complete. Ownership of a condominium property is more restrictive of

the rights normally incident to the ownership of real property. Buyers are advised to review all of the condominium documents and if not understood, to consult with legal counsel.

10. Additional Land Serving the Condominium: There is no additional land offered by the Developer for the use of unit owners other than Condominium property described in this prospectus and the Declaration of Condominium.

11. Utilities and Other Services: Utilities and other services of the Condominium property and the entities providing such utility and services are as follows:

- A. Water-Trient, Inc. (a private utility).
- B. Sewer-Trient, Inc. (a private utility).
- C. Storm drainage-on-site design in compliance with Volusia County storm water management ordinance.
- D. Electricity-Florida Power Corporation.
- E. Telephone-Southern Bell.

Electricity, water, sewer and telephone services to individual units are separately metered and recorded and will be billed separately to each unit. Water, sewerage, waste disposal, electrical and telephone charges for services to common facilities are included in the Condominium expenses of the Association.

12. Apportionment of the Common Elements: The common expenses in the ownership of the common elements have been apportioned among the units equally, i.e., one thirty-eighth share to each unit.

13. Projected Operating Budget: An estimated operating budget for the first fiscal year of the association is set forth as Exhibit "F" to this prospectus and the percentage of common expenses of the association appurtenant and assessable to each unit is as set forth in Paragraph 12 above, and Paragraph 9.1 of the Declaration of Condominium. The estimated monthly common expenses payable by the owner of each unit to the Association during the first fiscal year of this association is as follows:

Monthly	-	\$68.33.
Annually	-	\$819.96

14. The Specification of Budgeted Association Expenses: The budget of the association for the first fiscal year and each owners monthly share of their obligation for common expenses of the Association includes a specific estimated budget item, the amount of which is detailed in Exhibit "F" to this prospectus for each of the following contemplated expenses:

- A. Administration and accounting.
- B. Maintenance.
- C. Real estate taxes on common area.
- D. Casualty and liability insurance.
- E. Sanitation pick-up.
- F. Water and sewer service.
- G. Electricity.
- H. Miscellaneous expenses of the association (postage, office supplies, filing fees of the Division of Land Sales and Condominiums).
- I. Replacement reserves including building and painting, roof replacement and pavement resurfacing.

15. Buyer's Estimated Closing Expenses: The Developer has agreed to provide each unit purchaser a fully paid owners' title insurance policy in the amount of the selling price at Seller's expense. If a Buyer obtains all or any of the purchase price of a unit from a new loan secured by a mortgage encumbering the Unit, all costs and expenses and fees for applying, for obtaining and closing such loan shall be paid by the Buyer. Inasmuch as the Developer will not directly participate in any effort by Buyer to obtain a new mortgage loan, and can not estimate the costs and expenses thereof the Buyer is advised to obtain all disclosures of the loan costs, expenses and fees from the mortgage lender. Similarly, if a Buyer assumes any existing mortgage placed on the unit, all costs, expenses and fee for applying for and assuming such loan shall be paid by Buyer. Pursuant to the purchase and sale agreement, Exhibit 2 to this Prospectus, Developer will pay the documentary stamps on the deed and Buyer will pay for recording of the deed. Similarly, real property taxes for the year of closing, insurance for the first year of operation and any association assessment for common expenses will be prorated to the date of closing.

16. Developer Information: This Condominium is being developed by Brandywine Village Associates, a Florida joint venture. The partners to the venture are Brandywine Enterprises, Inc., a Florida corporation, and Dreggors Construction, Inc., a Florida corporation. Brandywine Enterprises, Inc. is a wholly owned subsidiary of Empire Savings, F. A. Brandywine Enterprises, Inc. is the developer of Brandywine, a planned community. It was also the developer of Glenwood Hammock, a subdivision in Volusia County, and is currently involved in several other development projects. Dreggors Construction, Inc. is a builder primarily of single family homes. The principal, J. Richard Dreggors, has had over ten years of experience in the field of single family home construction. Brandywine Village is the first condominium project to be constructed by Brandywine Village Associates and Brandywine Village Associates has not had any prior experience in the creation and sale of condominiums, but Dreggors Construction, Inc. is experienced in the type of construction being utilized in the condominium.

EXHIBITS TO PROSPECTUS

	<u>PAGE</u>
1. DECLARATION OF CONDOMINIUM AND EXHIBITS THERETO	11
EXHIBIT "A": Legal Description	32
EXHIBIT "B": Survey	35
EXHIBIT "C": Plot Plan, Site Plan and Floor Plans	36
EXHIBIT "D": Articles of Incorporation	43
EXHIBIT "E": By-Laws	51
EXHIBIT "F": Estimated Operating Budget	57
2. PURCHASE AGREEMENT	58
3. ESCROW AGREEMENT	64
4. RECEIPT FOR CONDOMINIUM DOCUMENTS	67
5. SALES BROCHURE	68
6. DECLARATIONS AND RESTRICTIONS, BRANDYWINE PUD	76

INDEX TO  
DECLARATION OF CONDOMINIUM

	<u>Page</u>
1.1 ESTABLISHMENT OF CONDOMINIUM	1
2.1 DEFINITION OF TERMS	1
3.1 DEVELOPMENT PLAN	2
4.1 OWNERSHIP OF UNITS AND APPURTENANT INTEREST IN COMMON PROPERTY	3
5.1 RIGHT OF PARTITION WAIVED	4
6.1 CONDOMINIUM	4
7.1 EASEMENTS-COMMON ELEMENTS	4
8.1 ADMINISTRATION OF CONDOMINIUM	5
9.1 ASSESSMENTS	6
10.1 MAINTENANCE	8
11.1 USE RESTRICTIONS	10
12.1 PERSONAL OBLIGATIONS OF UNIT OWNERS	11
13.1 INSURANCE	11
14.1 RECONSTRUCTION OR REPAIR AFTER CASUALTY	13
15.1 ASSOCIATION TO MAINTAIN REGISTER OF OWNERS, LESSEES AND MORTGAGEES	15
16.1 AMENDMENTS AND MODIFICATIONS	16
17.1 TERMINATION OF CONDOMINIUM	17
18.1 CONDEMNATION	17
19.1 ENFORCEMENT OF DECLARATION	17
20.1 CONSTRUCTION OF DOCUMENTS	18
21.1 FAILURE TO ENFORCE, WAIVER	18
22.1 NO BREACH TO AFFECT MORTGAGE LIEN	18
23.1 CAPTIONS AND GENDER	18

## DECLARATION OF CONDOMINIUM

## ESTABLISHING BRANDYWINE VILLAGE, A CONDOMINIUM

THIS DECLARATION made this 14th day of December, 1982, by BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida corporation, hereinafter referred to as "Developer", for themselves, their officers, successors, grantees and assigns.

WHEREAS, the Developer is the fee simple owner of the real property described on Exhibit "A" attached hereto situate in Volusia County, Florida; and

WHEREAS, the Developer contemplates developing and improving the real property into a condominium and for such purposes desires to submit the fee simple title to the real property to condominium ownership and use;

KNOW ALL MEN BY THESE PRESENTS that Developer hereby makes the following Declaration of Restrictions, Reservations, Covenants and Easements with respect to Developer's fee simple title in and to the real property all of which shall constitute covenants running with the land or equitable servitudes upon the same as the case may be with both the burdens imposed and the benefits granted by said Declaration of Restrictions, Reservations, Covenants and Easements running with each unit of the condominium project herein created, designated and defined as well as its common property as herein created, designated and defined and they shall exist, govern and rule unless specifically terminated as hereinafter provided and shall be binding upon all parties or persons subsequently acquiring an interest in the unit of the condominium project created herein and in consideration of receiving and by the acceptance of a conveyance, assignment, grant, devise, lease or mortgage of, to, in or on, an interest in the condominium project, all grantees, assignees, devisees, lessees and mortgagees and their respective heirs, legal representatives, successors and assigns and any and all persons or parties, agree to and shall, in fact be bound by the Articles of Incorporation and By-Laws, as they may exist from time to time, of BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as the "Association", which shall be the entity responsible for the operation and management of the condominium as hereinafter provided, and said persons and parties further agree to and shall, in fact, be bound by each and every one of the provisions hereinafter set forth.

1.1 Establishment of Condominium. Developer hereby submits its fee simple title to the real property and any and all improvements constructed and to be constructed thereon to condominium ownership and use pursuant to the provisions of Chapter 718, Florida Statutes ("The Condominium Act") and hereby declares the same to be a condominium pursuant to The Condominium Act.

1.2 Name of Condominium. The name by which this condominium is to be identified is BRANDYWINE VILLAGE, a Condominium.

1.3 Legal Description. Lands owned in fee simple by Developer which by this instrument are submitted to the Condominium form of ownership are fully described in Exhibit "A" attached hereto and made a part hereof, which lands are hereinafter referred to as "The Land".

2.1 Definition of Terms. The definitions contained in Florida Statute Chapter 718 (The Condominium Act) are incorporated herein by reference, and shall be the definitions of like terms as used in this Declaration and the Exhibits attached hereto, unless other definitions are specifically set forth or the context otherwise requires.

2.2 Units, Common Elements and Limited Common Elements. The Condominium consists of units, common elements and limited common elements as said terms are hereinafter defined.

A. Units. The separately designated and legally described "Units" within the condominium shall consist of the space and all improvements constructed within that part of the building within which such space is located and which lie within the boundaries of the Units which are described as follows:

(1) Upper Boundary. The upper boundary of each Unit shall be the planes of the undecorated unfinished ceiling extended to the intersection of such plane with the perimetrical boundary of the Unit as hereinafter described.

(2) Lower Boundary. The lower boundary shall be the horizontal plane of the undecorated unfinished floor extended to the intersection of such plane with the perimetrical boundary of the Unit as hereinafter described.

(3) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated unfinished interior walls bounding the Unit extended to their intersections with each other and with the upper and lower boundaries as hereinabove defined and described; provided, however, that the perimetrical boundaries of each Unit at doorways, window openings and glass walls shall be the exterior of the doors, windows and glass walls within such openings; and provided further, that where there is attached to the building a courtyard, deck, garage, atrium, patio or other portion of the building serving only the Unit being bounded, the perimetrical boundaries shall be such as to include such structures and the fixtures therein or thereon; it being expressly intended by the foregoing description the Unit boundaries (a) to exclude from the Unit all undecorated or unfinished surfaces of perimeter walls, floors and ceilings surrounding the Unit as well as any supporting or load-bearing columns or walls, and all pipes, wires, ducts, conduits and other utility lines which are utilized for or serve more than one (1) Unit and (b) to include within the individual Unit all interior non-supporting and nonloadbearing walls and partitions within such Unit boundaries as well as the inner decorated and/or finished surfaces or perimeter walls, floors and ceilings including plaster, paint and wallpaper and all pipes, wires, conduits, or other utility lines serving only the one (1) Unit described by the foregoing Unit boundaries.

B. Common Elements as the term is used herein shall mean and comprise all of the real property, improvements and facilities of the condominium other than the Units as the same are herein defined. Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility and television reception services to the Unit and common elements and easements for the support in every portion of a Unit which contributes to the support of the improvements and shall further include all personal property held and maintained for joint use and enjoyment of all of the owners of all units.

C. Limited Common Elements as the term is used herein shall mean and comprise that portion of the Common Elements consisting of separate and designated areas for the owner of the Unit to which said Limited Common Element is appurtenant including, but not limited to garages, courtyards, decks, driveways and walkways, patios, atriums all of which are contiguous to each Unit and which are specifically identified by designation on Exhibit "C". No owner of any unit shall have the right to use or enter upon or in any limited common elements appurtenant to another unit and such limited common elements are reserved for the Unit to which they are appurtenant.

3.1 Development Plan. The Condominium is described and established and is to be developed as follows:

A. Survey, Plot Plan and Floor Plans. A survey of the land and plot plans and floor plans showing the improvements to be constructed thereon are attached as Exhibit "B" and "C" to this Declaration.

B. Completion of Improvements. The construction is not substantially complete. Before conveyance of any Unit, this Declaration shall be amended from time to time to include a new survey with the certificate of a licensed surveyor as required by The Condominium Act upon substantial completion of the new improvements and appropriately recorded among the Public Records of Volusia County, Florida.

C. Identification of Units and Limited Common Elements. For the purpose of identification, all units will be given identifying numbers. No unit bears the same identifying number as does any other unit. These numbers identify and locate only one unit even though such unit may differ in size and dimensions from other units. Limited common elements which are appurtenant to a Unit, bear the same identifying number as the respective Unit. Unit identifying numbers are set forth in Exhibits "C" attached hereto. The survey with the surveyor's certificate required under The Condominium Act shall be attached with amendments hereto upon substantial completion of the new improvements.

### 3.2 Amendment of Plans.

A. Alteration of Unit plans. The Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, so long as it owns the units so altered. The Developer hereby reserves the right to remove any party walls between any Condominium Units in order that said units may be used together as one (1) integral Unit. If the Developer shall make any changes in units as herein authorized, such changes will be reflected by amendment of this Declaration; and if more than one (1) unit is concerned, the Developer will apportion between the units the shares in the common elements appurtenant to the units concerned.

B. Amendment of Declaration. An amendment to this Declaration reflecting such authorized alterations of unit plans by Developer need be signed and acknowledged only by the Developer, whether or not elsewhere required for an amendment.

4.1 Ownership of Units and Appurtenant Interest in Common Property. The Owner or Owners of each unit shall own as an appurtenance to the ownership of such unit an undivided interest in the common elements and the Unit's appurtenant limited common elements, the undivided interest appurtenant to each unit being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the common elements assigned to each Unit shall not be changed except with the unanimous consent of all of the owners of all of the Units and their respective mortgagees, except as provided elsewhere herein.

4.2 Conveyance of Units. Each Unit shall be conveyed as an individual property capable of independent use and fee simple ownership. The owner(s) of each unit shall own an undivided share in the common elements as an appurtenance to the ownership of each unit in the Condominium.

4.3 Share of Common Elements. The share or percentage of ownership in the common elements attributable to each unit is an undivided one-thirty eighth interest in the common elements. Said undivided interest is to be conveyed or encumbered with the respective unit to which it appertains and can not and shall not be separated or separately conveyed or encumbered; each such undivided interest in the common elements shall be deemed to have been conveyed or encumbered with the respective unit to which it appertains even though the instrument of conveyance may refer only to the unit by its numerical designation without reference to such undivided fractional interest in the common elements. Any attempts to separate the ownership interest appurtenant to that unit shall be null and void.

4.4 Subdivision of Units. The space within the Units may not be subdivided, except as may be provided elsewhere herein.

4.5 Share of Common Surplus. Appurtenant to each unit is an undivided one-thirty eighth interest in any common surplus and

where there is more than one owner of a unit, the percentage or fractional ownership of such owners in the common surplus appurtenant to their unit shall be divided among the collective owners of such unit in the same proportions as their respective ownership interest in their unit.

4.6 Membership in Association. Automatic membership in the BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC. is and shall be inseparable from the ownership of the respective units to which it appertains.

5.1 Right of Partition Waived. The Developer, its successors and assigns by this Declaration and each subsequent owner of any interest in a Unit and its appurtenant interest in the common elements by the acceptance of the conveyance or any other instrument transferring such interest hereby covenants and agrees that the right of partition of any interest in the common elements under the laws of the State of Florida as now exists or may hereafter exist is hereby waived until such time as this condominium project may be terminated in the manner hereinafter provided. Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its appurtenant undivided interest in the common elements by more than one person or entity as tenants in common, joint tenants or as tenants by the entirety.

6.1 Condominium. The units, common elements and limited common elements shall be and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein governing the use of said units, common elements and limited common elements and setting forth the obligations and responsibilities incident to ownership in each unit and/or its appurtenant undivided interest in the common elements and/or its appurtenant right to use any limited common elements in said Units. Common elements and limited common elements are further declared to be subject to the restrictions, easements, mortgages, conditions and limitations now of record affecting the land and improvements of the Condominium.

7.1 Easements-Common Elements. The common elements, except the limited common elements shall be and the same are hereby declared to be subject to a perpetual non-exclusive easement which said easement is hereby created in favor of all the owners of units in the condominium for their use and for the use of their immediate families, guests and invitees for all proper normal purposes including but not limited to ingress and egress and furnishing of services and facilities for which the same are reasonably intended. This easement shall also extend to the Association and the Developer. Notwithstanding anything provided, the Association shall have the right to establish the rules and regulations governing the use and enjoyment of all common elements and limited common elements and pursuant to which the owner or owners of any unit may be entitled to the exclusive use of any area or space or spaces.

7.2 Easements-Utilities and Roads. Easements are reserved through condominium property as may be required for all utility services (including construction; maintenance and repair) in order to adequately serve this condominium. Developer hereby creates an easement over, upon and under the portion of the lands of this condominium used as road and for utility purposes, for ingress and egress and for means of providing utility services. Water distribution systems and sewer collection systems which are located on or about said real property are common elements and shall be maintained as any other common element. Easements are reserved throughout the condominium as may be required for television reception services.

7.3 Easement-Encroachment. All of the property within the condominium, including each unit, the common elements and limited common elements, shall be subject to a perpetual easement for the existence and maintenance of encroachments which now or may hereafter exist whether caused by settlement or movement of the building, slight errors in the actual location of the Units or any other encroachment

not caused by the purposeful or negligent act of the Unit owner or owners shall be permitted to remain undisturbed as long as such encroachment exists.

7.4 Easement-Intended Creation. Should the intended creation of any easement fail because there may be no grantee in being having the capacity to take and hold such easement at the time of creation, then such grant of easement deemed not to be created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the party or parties to whom the easements were originally granted, the benefit of such easement and the Unit owners designate the Developer and/or the Association as their lawful attorney-in-fact to execute any instrument on their behalf as may be required or necessary for the purpose of creating such easements.

8.1 Administration of Condominium. In compliance with The Condominium Act, the management and operation of BRANDYWINE VILLAGE, a Condominium, shall be by the BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation ("Association"). The Association, in addition to other powers and duties provided by law and in its Articles of Incorporation and By-Laws, as they shall exist from time to time, shall have all the powers and duties enumerated in The Condominium Act, as it may be amended from time to time, as well as all of the powers and duties granted to or imposed by it by this Declaration, but it shall not have any powers not properly possessed by such Association under the Condominium Act.

8.2 Governing Documents. The Association and its members shall be governed by the provisions of The Condominium Act and of its Articles of Incorporation and By-Laws, as they exist from time to time, in accordance with the respective provisions hereof. Copies of said Articles of Incorporation and By-Laws as they now exist are attached as Exhibits "D" and "E" respectively.

8.3 Membership. As hereinabove set forth, membership in the Association is appurtenant to each of the Units in the condominium and may not be separated from the ownership of the respective Unit to which it appertains. The Developer and all persons hereafter having of record a vested ownership interest to a Unit within the condominium, whether acquired by purchase, gift, inheritance, devise, judicial order, transfer by operation of law or otherwise, shall be and become members of the Association upon the record acquisition of such ownership interest and which membership shall automatically cease and terminate when they shall no longer own such interest.

8.4 Voting. The maximum number of votes for the Condominium is thirty-eight. Each condominium unit is allocated one (1) vote. On all matters on which the membership is entitled to vote, the vote shall be cast by the Unit owner or owners; provided, however, that when more than one (1) person owns an interest in a condominium Unit, all of such persons together shall be entitled to no more than one (1) vote with respect to each condominium unit owned by them and such vote shall be exercised as they among themselves determine, provided, further, however, that such persons shall designate in writing delivered to the Secretary of the Association, one (1) person who shall be authorized to exercise the vote to which such persons are entitled. In the case of property owned as tenancy by the entirety, either spouse may exercise the vote without the necessity of a written designation and if both spouses desire to vote each shall have one-half of one (1) vote. When the Association owns a Unit, no vote shall be allowed for such unit nor shall such unit be considered in determining a quorum or the percentage of votes required, as provided herein or the documents related hereto.

8.5 Board of Directors. The business affairs of the Association shall be managed, controlled and governed by a Board of at least three (3) Directors who shall be elected by the members in accordance with and as more particularly set forth in the Articles of Incorporation and By-Laws of the Association, as they lawfully exist from time to time.

8.6 Financial Responsibility. The Association shall pay all taxes, license fees or other governmental charges levied or assessed against the Common Elements, the Association or its property and to acquire and pay the premium of all insurance required to be furnished by the Association as hereinafter provided. Further, the Association shall assume the financial responsibility for mutually incurred, or common expenses of its members which are for maintenance, repair or replacement of the Common Elements as hereinafter provided, or in furtherance of the common health, safety and welfare of the members of the Association, and in general are deemed necessary or desirable for the condominium as a whole. Pursuant to the power and authority granted to the Association in this Declaration, the Association shall have the responsibility for the levy, collection and enforcement of condominium assessments and the payment of common expenses as hereinafter provided.

9.1 Assessments. To perform and carry out the duties and obligations of the Association, the Association has been and hereby is granted the power to levy and enforce the collection of such assessments as are necessary to perform those duties and obligations as are in this Declaration and elsewhere expressly or impliedly imposed upon it, and the Developer, its successors and assigns hereby covenants and agrees, and each owner of any Unit within the condominium regardless of how title is acquired, shall be deemed to covenant and agree to pay the Association such annual assessments or charges, such special assessment for capital improvements as may from time to time be required, it being expressly intended that each Unit owner shall be liable for a one-thirty eighth share of the common expenses. The establishment, collection and enforceability of such assessments shall be pursuant to the By-Laws of the Association and subject to the provisions set forth herein.

9.2 Use of Assessment Funds. The assessments levied by the Association shall be collected in equal monthly installments and shall be used exclusively to fulfill the duties and obligations expressly or impliedly imposed upon the Association, including promotion of the recreation, health, safety and welfare of owners of Units within the condominium, for taxes and insurance upon and the maintenance, repair, replacement and improvement of the Common Elements and appurtenant equipment and facilities and for the payment of obligations of unit owners to The Brandywine Homeowner's Association, Inc.

9.3 Special Assessments. In addition to the assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to, of or on the Common Elements, including fixtures and personal property related thereto, provided that any such assessment first be approved by the members by an affirmative vote of two-thirds (2/3) of the members duly called for this purpose. Written notice of any meeting of members of the Association called to consider a special assessment shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting, and notice of the meeting shall be posted as provided in the By-Laws.

9.4 Uniform Rate of Assessment. Both regular and special assessments must be fixed at a uniform rate and in such manner that each Unit and the owner or owners thereof shall be liable for a proportionate share of the common expenses. The Developer guarantees that the total assessment imposed upon Unit owners other than the Developer for common expenses shall not increase over the amount of Sixty-Eight and 33/100 (\$68.33) Dollars per month described in the Estimated Operating Budget until January 1, 1984. The Developer is obligated to pay the amount of common expenses incurred during said period and not produced by the assessments at the guaranteed level received from other Unit owners. Until January 1, 1984, as to the unsold and unoccupied Units, the Developer shall have the option of paying the lesser of either assessments on unsold and unoccupied completed Units or any deficiency between the amount of the budget described below and the aggregate of the assessments paid by the Unit owners of the Condominium.

9.5 Budget. The Board of Directors of the Association shall determine and approve an annual budget in advance for each fiscal year and shall mail the same to Unit owners not less than thirty (30) days prior to the meeting of members at which the budget will be considered together with a notice of that meeting. The budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, for insurance for fire, extended coverage, vandalism and malicious mischief, and public liability insurance for the Common Elements, current expenses for operations, maintenance expenses, repairs and utilities, reserves for deferred maintenance (i.e., maintenance items that occur less frequently than annually) reserves for replacement (i.e., repairs or replacement required because of damage, depreciation or obsolescence), reserves, if any, for capital improvements and such other items which in the discretion of the Board of Directors shall be included and separately stated in such budget. If a budget is adopted by the Board of Directors which requires an assessment against the Unit owners exceeding One Hundred Fifteen (115%) percent of the assessment for the preceding year, the Board of Directors shall comply with the provisions of §718.112(2)(f) of The Condominium Act.

9.6 Amount of Assessment. The amount of the assessment in any one particular year shall be established by the Board of Directors following the approval of the budget by the members. If the Board of Directors shall fail to make an assessment in any particular year, an assessment shall be presumed to have been made in the amount of the assessment made for the immediately preceding year. The amount of any special assessment for capital improvements shall be established by the Board of Directors, but it shall not be levied until it shall have been approved by two-thirds (2/3) of the members at a meeting called in accordance with the provisions of the By-Laws.

9.7 Assessment and Notification. After the adoption of a budget and the determination of the assessment, the Association shall assess such sums by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each Unit at such member's most recent address as shown by the books and records of the Association.

9.8 Interest on Delinquent Assessments. Any assessment not paid within thirty (30) days after the due date established by the Board of Directors shall bear interest from the due date to the date of the payment thereof at the rate of eighteen (18%) percent per annum, or such other lawful rate as may be established by the Board of Directors.

9.9 Assessments Constitute Lien. Regular and special assessments, together with interest, costs and expenses of collection including reasonable attorneys' fees, shall be and constitute a charge upon the Unit subject hereto and its appurtenances and shall become a lien upon such Unit and appurtenances if not paid within thirty (30) days of the date upon which it shall become due and shall be a continuing lien upon that Unit until fully paid; provided, however, that such lien shall not be effective against third parties, successors in title to such Unit or mortgagees thereof unless a notice thereof is, within ninety (90) days after the date upon which such assessment becomes due, recorded by the Association among the Public Records of Volusia County, Florida, duly executed and acknowledged by an officer or agent of the Association, stating the legal description of the Unit to which said lien is attached, the name of the record owner thereof, the amount due and the date when due. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive from the Association a satisfaction of such lien in recordable form.

9.10 Certain Mortgages Protected. Any and all such liens herein provided for shall be junior, inferior and subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the aforesaid notice of lien. In addition, and notwithstanding anything herein set forth to the contrary, any such lien for an assessment herein provided for shall be junior, inferior and subordinate to

any recorded institutional mortgage or purchase money mortgage regardless of when said mortgage was recorded and regardless of when said assessment was due or the notice thereof recorded, but not to any other mortgage recorded after the aforesaid notice of lien. For purposes of this Declaration, an "institutional mortgage" shall be defined as a mortgage originally executed and delivered to a mortgage company, bank, savings and loan association, insurance company or real estate investment trust.

9.11 Extinguishment of Lien by Foreclosure of First Mortgage. Upon the recording of the Certificate of Title issued by a court of competent jurisdiction pursuant to the foreclosure of an institutional first mortgage or upon the recording of a deed in lieu of such foreclosure, any lien for assessments due and payable prior to such recording shall be deemed extinguished, void and of no further force and effect, but the unpaid assessment shall be deemed to be a common expense collectible from all Unit Owners, but nothing contained herein shall be construed as releasing the party liable from payment of the personal obligation or the enforcement or collection by means other than foreclosure. Any assessment becoming due and payable subsequent to the recording of such Certificate of Title or deed shall be effective as to the grantee of such Certificate of Title or deed or the grantee's successor in title.

9.12 Assessment Constitutes Personal Obligation. Each regular or special assessment, together with interest, costs and expenses of collection including reasonable attorney's fees, shall be the personal obligation of the person or persons (jointly and severally) who was or were the record owner of the Unit assessed at the time when the assessment fell due. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

9.13 Collection Enforcement and Foreclosure. The Board of Directors may take such action as they deem necessary from time to time to collect assessments by personal action or by enforcing and foreclosing the aforesaid lien for assessment. Further the Board, may settle and compromise the claim of the Association for such assessments if they deem it to be in the best interest of the Association to do so. If an action is brought to foreclose a lien pursuant hereto, the Unit owner shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to bid at any sale held incident to such action and to apply as a credit to any amount bid at such sale all sums due the Association which are covered by a lien being enforced.

9.14 Certification of Outstanding Assessments. Any person purchasing or encumbering a Unit within the condominium shall have the right to rely upon any written certification by an officer of the Association regarding the current status of an assessment against such units. Such certification shall be binding upon the Association and its members.

10.1 Maintenance. The responsibility for the maintenance of the condominium property shall be as follows:

A. Common Elements and Limited Common Elements. The maintenance, repair and replacement of the Common Elements and Limited Elements shall be the responsibility of the Association (except as specifically required of Unit Owners regarding the interior of certain limited common elements in 10.1 B.) and the expense associated there-with shall be designated as a common expense, and such responsibility for maintenance, repair and replacement of the Common Elements and Limited Elements by the Association shall include, but shall not neces-

sarily be limited to the following:

- (1) All portions of the buildings contributing to the support thereof, including all load-bearing columns and walls, and floor slabs.
- (2) All exterior roofing surfaces and all underlying roofing, roof joints, trusses and supports.
- (3) All painting or staining on the exterior building surfaces (excluding the doors, windows and screens of individual units).
- (4) All recreational areas, fixtures, equipment and appurtenances.
- (5) All lawn areas, landscaping and plantings, including related sprinkler systems.
- (6) All walkways, passageways, driveways, and parking areas.

B. Units and Interior of Certain Limited Common Elements. The maintenance, repair and replacement of the respective individual units themselves, portions thereof, and including in part the interior of the limited common elements (such as decks, patios, garages, atriums, courtyards and similar limited common elements use in conjunction with the living area), shall be the sole responsibility of the owners of such Units and the expense thereof shall be borne solely by the Unit owners. Such maintenance, repair and replacement of the Units, portions thereof, and the interior of the limited common elements, specified above, for which the owner or owners thereof shall have sole responsibility shall include, but not necessarily be limited to, the following:

- (1) The interior surfaces of all walls, floors and ceilings of the units and the limited common elements specified above, including the landscaping within a courtyard or atrium and the floor of all open decks and patios.
- (2) All doors, windows, glass doors and screens.
- (3) All conduits, ducts, wires, pipes, plumbing fixtures and connections and all electrical outlets, fixtures and appliances which serve only one (1) unit.
- (4) All heating and air conditioning equipment, including compressors which serve only one (1) Unit, whether or not the same lie within or outside of the boundaries of that Unit as hereinabove established and defined.
- (5) All interior nonload-bearing walls and partitions and all interior walls surfaces.
- (6) All other portions of the Unit or items contained within the boundaries of the Unit as hereinabove established and defined or which serve only the Unit so defined.

10.2 Reporting Need for Repairs. Unit owners shall promptly report to the Association any defect or need for maintenance, repair or replacement for or of any item or portion of the condominium property for which the Association has maintenance responsibility.

10.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to undertake the maintenance, repair, or replacement of the above-described portions of the condominium property, the Association shall not be liable for injury or damage, other than the cost of the maintenance or repair, caused by any latent condition of the condominium property to be maintained or repaired by the Association of which the Association does not have knowledge, or caused by the elements, or by other owners, their servants, guests, or invitees or by any other persons, but it is expressly provided that in the event that the maintenance, repair or replacement of an item is undertaken by the Association and the same results in incidental damage to an individual Unit, such damage shall promptly be repaired by the Association at the expense of the Association.

10.4 Owner-Caused Damages. In the event that the maintenance, repair or replacement of a portion of the condominium property for which the Association has maintenance responsibility is caused by or through, or is the result of the willful or negligent act of the owner of an individual Unit, his family, servants, guests, or invitees, the cost of such maintenance, repair or replacement shall be the responsibility of such Unit owner and shall be paid for by such Unit owner upon demand of the Association. In the event such payment is not made by the Unit owner after demand by the Association, such cost shall thereupon be added to and become a part of the assessment to which his Condominium parcel is subject and may be collected and enforced in the same manner as any other assessment as herein elsewhere provided.

10.5 Right of Entry for Maintenance of Common Property. Whenever it is necessary to enter any Unit for performing any maintenance, alteration or repair to any portion of the Common Elements or to go upon any limited common element for such maintenance, repair or alteration purposes when the same is required of the

Association hereunder, the owner of such Unit shall permit the Board of Directors and such authorized agents and employees of the Association or other Unit owners as appropriate, to enter or go upon any area in order to accomplish the purpose hereof provided that it shall be done upon reasonable advance notice and at reasonable times, subject to 10.6 below regarding emergency.

10.6 Entry in Emergency. In case of an emergency originating in or threatening any Unit regardless of whether the owner is present at such time, the Association, its officers, directors and authorized agents shall have the right to enter for the purpose of remedying or abating such emergency and such right of entry shall be immediate.

11.1 Use Restrictions. The use of the individual Units and the Common Elements and appurtenant facilities shall be in accordance with the following provisions so long as Brandywine Village, a Condominium, shall exist as a condominium.

A. Use of Units. Except as provided elsewhere herein, each of the individual units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. Except as hereinbefore reserved to Developer, no Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

B. Use of Common Elements. The Common Elements shall be used only for the respective purposes for which they are intended in the furnishing of services and facilities for the recreation, enjoyment and use of the owners of the Units.

C. General Restrictions. All of the property subject to this declaration is also subject to the Declaration of Covenants and Restrictions for Brandywine, Unit 1, and future units as recorded in Official Records Book 1838, page 1725, Public Records of Volusia County, Florida, as amended. All Unit owners and condominium property are subject to the benefits and burdens contained therein, provided however, that the common elements of this condominium are subject to use only by Unit owners of this condominium as set forth above. Nothing contained herein shall prohibit this Declaration of Condominium from being more restrictive than said general restrictions.

D. Nuisances Prohibited. No nuisances shall be allowed or permitted upon any property within the condominium, nor shall any use or practice which is the source of annoyance to other owners or which interferes with the peaceful possession and proper use of such property by the owners thereof be allowed or permitted. All parts of the property within the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed or permitted to exist. All garbage and refuse shall be kept in closed sanitary containers. No such sanitary containers, whether a product of metal, plastic or paper, will be permitted to be stored for any length of time on the porches, stoops or anywhere on the exterior of the building. No Unit owner shall make or permit any use of his Unit or make or permit any use of the Common Element and facilities appurtenant thereto which will increase the cost of insurance on the Common Elements or any other individual Unit. No mechanical work shall be performed on the condominium property on any vehicle, engine or motor except for emergency repairs. No sign may be posted on or about the condominium property unless authorized by regulations adopted by the Association. No "Garage Sale" or any other kind of sale may be conducted on the condominium property.

E. Pets. No animals, birds, reptiles or insects may be kept by any Unit Owner or occupant of any condominium Unit excepting small fish normally found in a home aquarium and domesticated caged birds (domesticated caged birds shall not include mynah birds or parrots), and excepting that each owner may have one (1) dog or one (1) cat. No dog shall be larger than 25 pounds when fully grown. Any such animal or animals shall be of a quiet nature and disposition. All dogs permitted on the premises shall be under leash when walked or exercised on the condominium property, and the owner shall be under an immediate duty to remove any animal from the premises when such animal is a nuisance or emits excessive noise, such as, but not limited to barking or howling and each owner shall be responsible to his co-owners or to the Association, as the case may be, for any damage occasioned by the inordinate keeping of his pet. No pet shall be allowed in any recreational area. A specific area for walking and curbing dogs may be designated by the Association at its discretion. The Association shall have the power to assess the Unit owner for any damage caused by his pet to any property which the Association is required to maintain, and such assessment shall be enforceable in the same manner as is specified in Paragraph 9.1 through 9.14, inclusive, of this Declaration. The

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Association shall have no duty to collect any fee for an aggrieved Unit owner because of the inordinate keeping of a pet.

F. All solicitors, purveyors and service companies must be approved by the Board of Directors before commencing to solicit on the condominium property. However, this provision shall not prohibit or limit any Unit owner from dealing with any purveyor or service company which by such Unit owner's invitation, desires to enter in and upon the condominium property for the purpose of transacting business with such Unit owner; it being the intent of this provision to empower the Board of Directors to limit uninvited solicitors, purveyors and service companies from coming on the condominium property for the purpose of inducing Unit owners and residents to conduct business with them.

G. No Unit owner shall install or maintain any exterior antenna for any purpose, paint the exterior of his Unit, attach any natural or artificial material or hanging of any kind to the exterior wall, courtyard, deck, patio or window of his Unit, enclose any patio, deck, atrium or courtyard or make any other alterations whatsoever to the exterior of his Unit without the approval of a majority of the Board of Directors.

H. Observance of Laws and Proper Conduct. No immoral, improper, offensive or unlawful use shall be made of the individual Units or the Common Elements nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

I. Rules and Regulations. Reasonable rules and regulations concerning the use of the individual Units and the Common Elements may be made and amended from time to time by the Association in the manner provided in its Articles of Incorporation and By-Laws, and such regulations as may from time to time exist, shall be scrupulously observed by Unit owners and their servants and guests. Copies of such rules and regulations and amendments thereto shall be published and furnished by the Association to all Unit owners.

12.1 Personal Obligations of Unit Owners. Every Unit owner, in addition to other obligations and duties set out herein as a personal obligation or duty upon him shall:

A. Payment of Assessments. Promptly pay the assessments levied by the Association as hereinabove provided. The liability for assessments may not be avoided by the waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the assessments are made.

B. Maintenance. Maintain in good condition and repair all items not maintained by the Association as provided in this Declaration, including all doors and glassed and screen surfaces.

C. Conformance with By-Laws, Regulations and Use Restrictions. Conform to and abide by the By-Laws of the Association, the use restrictions and other restrictions provided herein, and such uniform rules and regulations regarding the use of the Units and Common Elements as adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using a Unit owner's property by, through or under him do likewise.

13.1 Insurance. The casualty and liability insurance which shall be carried upon the Common Elements, Limited Common Elements and the Units as a group shall be governed as set forth herein.

13.2 Persons Benefited. All insurance policies covering the Common Elements, Limited Common Elements and the Units as a group shall be purchased by the Association for the benefit of the Association, the Unit owners and such mortgagees as their respective interests may appear, and the provision shall be made for the issuance of mortgagee endorsements to the holders of mortgages on Units to the extent of each Unit owner's undivided interest in the same. Unit owners shall be responsible for insurance coverage at their own expense upon their own personal property and their own personal liability, provided further that such owners as desire may increase the coverage on their respective Unit above the amount determined by the Association with such amount above being at the Owner's expense.

13.3 Casualty Insurance. All building and improvements including the Units, the Common Elements and Limited Common Elements and all fixtures and personal property appurtenant thereto owned by the Association shall be insured in an amount equal to the maximum insurable replacement value of the same, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use to the buildings and improvement of the land including, but not limited to, vandalism and malicious mischief.

13.4 Liability Insurance. Public liability insurance and property damage insurance for the benefit of the Association and Unit owners as a group shall be purchased in such amounts and with such coverage as shall from time to time be required in the discretion of the Board of Directors of the Association, including cross liability endorsements to cover liability of the Unit owners as a group to a single Unit owner.

13.5 Workmen's Compensation. Workmen's compensation coverage as may be required by law shall be purchased.

13.6 Other Insurance. Such other insurance, other than title insurance, shall be purchased as the Board of Director may from time to time deem to be necessary.

13.7 Payment of Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense and shall be issued by an insurance company authorized to do business in Florida.

13.8 Share of Proceeds - Insurance Trustee. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit owners and such mortgagees as their respective interests may appear and shall provide that all proceeds covering property losses shall be paid to an insurance trustee, being a financial institution having offices in Volusia County, Florida, and possessing trust powers, as may from time to time be approved by the Board of Directors of the Association, which trustee shall be hereinafter referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums, nor the renewal or sufficiency of policies.

A. Destruction of Common Elements Outside of Buildings. In the event that damage or destroyed Common Elements are improvements outside of the Unit buildings, the insurance proceeds payable on account thereof shall be held by the Insurance Trustee for the benefit of the Unit owners and their mortgagees with each Unit owner having an undivided share therein, such share being the same share as the Unit owner's interest in the common surplus appurtenant to his Unit as provided elsewhere herein.

B. Total Destruction of Buildings. In the event that all or substantially all of the Common Elements of a Unit building or buildings are damaged or destroyed so as to constitute "total destruction" as hereinafter defined, the insurance proceeds paid on account of such damage or loss to the Common Elements shall be held by the Insurance Trustee for the benefit of the Unit owners and their mortgagees, with each Unit owner having an undivided share therein, such share being the same share as the undivided interest in the Common Elements appurtenant to each Unit.

C. Partial Destruction of Buildings. In the event that the Common Elements surrounding or adjacent to one or more given Units shall be damaged or destroyed in such manner as to constitute "partial destruction", as hereinafter defined, the insurance proceeds paid on account of such partial destruction shall be held

for the benefit of the owners of Units, the surrounding or abutting Common Elements of which were so damaged or destroyed, and their respective mortgagees in proportion to the cost of repairing or reconstructing such damaged Common Elements as they relate to the particular Unit or Units affected by such damage or destruction.

D. Mortgagees. In the event that a mortgagee endorsement has been issued with respect to a Unit owner's undivided interest in the Common Elements, the share of the owner shall be held in trust for the mortgagee and the Unit owner as their respective interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any insurance proceeds shall be applied to the reduction of a mortgage debt, except distributions to a Unit owner and his mortgagee pursuant to the provisions of this Declaration.

13.9 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

A. Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

B. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof, as hereinafter provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being payable jointly to them.

C. Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being payable jointly to them.

D. Certificate. In making distribution to Unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of the Unit owners and their respective shares of the distribution.

13.10 Association as Agent. The Association is irrevocably appointed agent for each Unit owner, for each owner or holder of a mortgage or other lien upon any Unit, and for each owner of any other interest in the Condominium, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of such claims.

13.11 Benefit of Mortgagee. Certain provisions regarding insurance are for the benefit of any mortgagee of a Unit. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

14.1 Reconstruction or Repair after Casualty. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. Common Elements Outside of Buildings. If the damaged or destroyed improvement is a Common Element lying outside of the buildings containing Units, the same shall be reconstructed or repaired unless the damage to such Common Elements also extend to the Unit buildings, in which case the provisions relative to reconstruction and repair of the Unit buildings, as hereinafter provided shall pertain.

B. Common Elements of Unit Buildings.

(1). Partial Destruction. If the damaged or destroyed improvements are one or more of the buildings containing Units and less than ninety (90%) percent of the total amount of casualty insurance

applicable to the Unit buildings within the condominium project is payable by reason of such casualty, the Unit building or buildings shall be reconstructed or repaired unless Seventy-Five (75%) percent of the Unit owners and all institutional mortgagees shall submit to the Board of Directors within sixty (60) days after the occurrence of the casualty, their written agreement that the same shall not be reconstructed or repaired.

(2) Total Destruction. Total destruction shall be deemed to have occurred if there is damage to the Unit buildings and ninety (90%) percent or more of the total amount of casualty insurance applicable to the Unit buildings within the condominium project is payable by reason of such casualty. Within sixty (60) days after the occurrence of the "total destruction" of the Unit buildings, the Unit owners and all institutional mortgagees holding first mortgages upon the Units within the condominium shall vote whether or not to reconstruct or repair the Unit buildings. Notice of the meeting shall be mailed to all those entitled to vote not less than ten (10) days prior to the date of the meeting. Owners and mortgagees shall be entitled to vote either in person or by proxy delivered to the Secretary prior to the meeting. The Unit building or buildings shall not be reconstructed or repaired unless Seventy-five (75%) percent of the Unit owners and all institutional mortgagees vote in favor of reconstruction or repair.

C. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the Unit owners and their mortgagees, where so provided, have made a decision whether or not to reconstruct or repair.

14.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original buildings and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and by all holders of institutional mortgages on the condominium property, and if the damaged property is a building housing units, by the owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

14.3 Responsibility. The damage to those parts of Units for which the responsibility of maintenance and repair is that of Unit owners shall be repaired and reconstructed by the Unit owner at his own expense. All other expenses of reconstruction and repair after casualty shall be those of the Association.

14.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

14.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair the insurance proceeds are insufficient, assessment shall be made against all Unit owners in sufficient amounts to provide funds for the payment of such costs and in proportion to each Unit owner's share in the common surplus.

14.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit owners shall be disbursed in payments of such costs in the following manner:

A. Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than Fifteen Thousand (\$15,000.00) Dollars, then the sums paid upon such assessments shall be deposited by the Association with the

Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

B. Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against Unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Minor Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than Fifteen Thousand (\$15,000.00) Dollars then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(2) Major Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than Fifteen Thousand (\$15,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner provided in Paragraph 13.9B, except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(4) Certificate. Notwithstanding provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction funds are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursement in payment of costs of reconstruction and repair.

15.1 Association to Maintain Register of Owners, Lessees and Mortgagees. The Association shall, at all times, maintain a register setting forth the names and mailing addresses of all unit owners. Any purchaser or transferee of a Unit, contemporaneous with occupancy, shall notify the Association of his interest in such Unit. Further, prior to or at the time of delivery of possession of a Unit to a Lessee, the respective Unit owner shall notify the Association of the names and mailing addresses of all those who will occupy his Unit as a Lessee, together with the term of the respective lease. In addition, the Unit owner shall advise the Association of the name and mailing address of any holder of a mortgage on his Unit. It shall be the duty of the Unit owner to provide his tenant with any rules and regulations related to the use and occupancy of this Condominium, and also to provide the Association with the information required hereunder.

16.1 Amendments and Modifications. Except as elsewhere herein provided otherwise, this Declaration may be amended or modified only as set forth below.

16.2 Notice. Notice of the subject matter of a proposed amendment or modification will be included in the notice of any meeting at which a proposed amendment is considered.

16.3 Resolution. A resolution for any amendment to this Declaration of Condominium may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the members of the Board of Directors, or by twenty-five (25%) percent of the voting members of the Association, whether meeting as members or by instrument in writing signed by them. Upon any amendment to this Declaration being proposed in either manner specified herein, such proposed amendment 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 date not sooner than fourteen (14) days, nor later than sixty (60) days, from the receipt by him of the proposed amendment and if proposed by the membership, the President shall also call prior to the members meeting, a special meeting of the Board of Directors according to the By-Laws. It shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting, and reciting the proposed amendment in reasonably detailed form, which notice shall be mailed or personally presented to each member not less than fourteen (14) days, nor more than sixty (60) 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 waive in writing such notice. Such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

16.4 Approval of Amendment. Except as elsewhere provided, such approvals must be either:

A. By not less than a majority of the entire membership of the Board of Directors and by not less than three-fourths of the members of the Association; or

B. Until the first election of the members of the Board of Directors, by only all of the members of the Board of Directors, provided, however, the amendment does not increase the number of units, nor alter the boundaries of the common elements.

16.5 Effect of Amendment. An amendment of the Declaration shall become effective when recorded according to law.

16.6 Evidence of Amendment. An amendment shall be evidenced by a Certificate including the adopted resolution, executed with the formalities of a deed, and shall include the recording data indentifying the Declaration of Condominium. The amendment and the certificate shall be recorded in the Public Records of Volusia County, Florida, and only shall become effective upon recording. The certificate shall be executed by the appropriate officers of the Association. No amendment shall change or alter any Unit, nor the share in the common elements appurtenant to it, nor increase the owner's share in the common expenses (except as reserved to the Developer), unless the record owner of the Unit concerned and all record owners of liens on such Unit shall join in the execution of the amendment. No amendment will affect or impair the validity or priority of any mortgage covering any unit, unless said mortgagee shall join in the execution of the amendment. Neither shall any amendment make any change in the sections hereof regarding "INSURANCE", "AMENDMENTS", "RECONSTRUCTION OR REPAIR AFTER CASUALTY" or "TERMINATION" unless the record owners of all Units and of all liens upon the Condominium shall join in the execution of the

amendments any provision contained herein to the contrary notwithstanding.

16.7 Developer's Rights. Notwithstanding anything that may be stated to the contrary in this Declaration, the rights of the Developer shall not be amended or modified without the prior written consent of the Developer.

16.8 Developer Reserves Right to Amend. Notwithstanding anything set forth in this Section, the Developer reserves the right to amend, modify, alter or annul any of the covenants, conditions, restrictions or easements of this Declaration, until such time as Seventy-Five (75%) Percent of the Units have been sold and the ownership interests therein are actually conveyed to purchasers other than the Developer; provided, however, that any such amendment must be uniform in its application and may not be discriminatory against any Unit owner or against a Unit or class or group of units unless such Unit owners so affected consent thereto.

17.1 Termination of Condominium. Termination of the condominium shall be accomplished in accordance with the following provisions:

A. By Agreement. The Condominium may be terminated at any time by approval in writing executed with the same formality as a deed and in recordable form of all of the record owners of Units within the condominium and by all lien holders of record.

B. Total Destruction. If there shall be "total destruction" of the condominium improvements as that term is defined elsewhere herein and it shall not be decided as therein provided that such improvements shall be repaired or reconstructed, the condominium form of ownership shall thereupon automatically terminate upon the recording among the Public Records of Volusia County, Florida, of a certificate executed by the President and Secretary of the Association certifying the facts effecting the termination. A certified copy of a duly adopted resolution of the Association evidencing the required vote not to reconstruct or repair the damaged improvements shall be appended to the certificate.

C. Consequences of Termination. Upon termination of the condominium, the Unit owners, being owners of the Common Elements, shall thereupon be and become owners as tenants in common of the condominium property. The shares of such tenants in common shall be the same as were their undivided interest in the Common Elements prior to the termination of the condominium. A mortgagee or lien holder of a Unit owner or upon a Unit shall have a mortgage or lien upon the undivided share of such tenancy in common of the tenant in common whom, immediately prior to such termination, was the owner of the Unit upon which mortgage or lien holder had its mortgage or lien. Condominium property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

18.1 Condemnation. In the event that the condominium property or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of such condemnation shall be payable to the Unit owners, and as between the Unit owners, all compensation and damages shall be payable as determined by the Court having jurisdiction over such condominium.

19.1 Enforcement of Declaration, Compliance and Default. Each Unit owner and his family, servants, guests and tenants shall be governed by and shall comply with the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws, the other Exhibits attached hereto and all rules and regulations from time to time adopted pursuant to said documents and all amendments thereto. For violation of a breach of any provisions of this Declaration or such other documents by a person claiming by, through or under the Developer, or by virtue of any judicial proceeding, the Association, the Unit owners, or an institutional mortgagee, or any of them severally shall

have the right to proceed at law for damages or in equity to compel compliance with the terms hereof, or for such other relief as may be appropriate. Such persons shall also be entitled to pursue any remedies provided by The Condominium Act. Such actions may be maintained by or against a Unit owner, or the Association, or in a proper case, by or against one (1) or more Unit owners. Such relief shall not be exclusive of other remedies provided by law. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

19.2 Payment of Increase of Insurance Premiums. A unit owner will pay the Association the amount of any increase in its insurance premiums occasioned by items such as the misuse or abandonment of a Unit, its appurtenances, or common elements by the owner.

19.3 Costs and Attorney's fees for non-compliance. Any Unit owner, tenant, or the Association failing to comply with the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association, or rules and regulations adopted pursuant to those documents, as they may be amended from time to time, shall be required to pay costs and reasonable attorney's fees incurred in curing such non-compliance.

20.1 Construction of Documents. Invalidity of any of these restrictions, reservations, covenants, conditions and easements, or any provisions contained in this Declaration, or in a conveyance of a Unit by the Developer, by judgment, court order or law, shall in no way affect any of the other provisions which shall remain in full force and effect. The provisions of this Declaration shall be construed so as to effectuate its purpose of creating a condominium and operating a condominium.

21.1 Failure to Enforce, Waiver. The failure of the Association, its Board of Directors, any unit owner, or institutional mortgagee to enforce any right, provision, covenant, restriction or condition of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, or the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, or the failure to insist upon the compliance with the same, shall not constitute a waiver by the Association, its Board of Directors, such unit owner, or institutional mortgagee to enforce such right, provision, covenant, restriction or condition, or insist upon the compliance with the same in the future.

22.1 No Breach to Affect Mortgage Lien. No breach of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for valuable consideration upon said property, or any part thereof, but the rights and remedies granted herein to the Developer, the Association and the owner of any part of said condominium may be enforced against the Owner of the portion of said property subject to such mortgage, notwithstanding such mortgage.

23.1 Captions and Gender. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration of Condominium or the intent of any provision hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 16<sup>th</sup> day of December, 1982.

BRANDYWINE VILLAGE ASSOCIATES

BRANDYWINE ENTERPRISES, INC.

(CORPORATE SEAL)

By [Signature]  
President

Venturer

Charles K. B. J.  
R. D. J.

DREGGORS CONSTRUCTION, INC.

(CORPORATE SEAL)

By J. Richard Dreggors  
President

Venturer

Charles K. B. J.  
R. D. J.

BRANDYWINE ENTERPRISES, INC.

By Wayne G. Sanborn  
PresidentAttest Marie M. Licari  
SecretarySTATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY, that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WAYNE G. SANBORN, President of BRANDYWINE ENTERPRISES, INC., and under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal, and J. RICHARD DREGGORS, President of DREGGORS CONSTRUCTION, INC., and under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16<sup>th</sup> day of December, 1982.

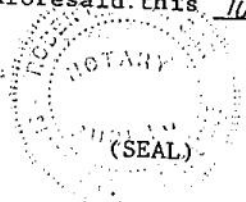
(SEAL)

R. D. J.  
 Notary Public, State of Florida

My commission expires: 11-4-84STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WAYNE G. SANBORN, President, and MARIE M. LICARI, Secretary, of BRANDYWINE ENTERPRISES, INC. and under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16<sup>th</sup> day of December, 1982.



R. D. J.  
 Notary Public, State of Florida

My commission expires: 11-4-84

JOINDER OF MORTGAGEE

FLORIDA BANK OF VOLUSIA COUNTY, a Florida banking corporation, herein called the Mortgagee, the owner and holder of a mortgage upon a portion of the following lands in Volusia County, Florida:

SEE ATTACHED EXHIBIT "A",  
to the Declaration of Condominium.

Which mortgage is dated October 26, 1981, and was recorded in Official Records Book 2307, page 0798, Public Records of Volusia County, Florida, joins in and consents to the making of the foregoing Declaration of Condominium and the Mortgagee hereby agrees that the lien of its mortgage only shall be upon the units, common elements and limited common elements of BRANDYWINE VILLAGE, a Condominium, according to the Declaration of Condominium, together with all appurtenances thereto, including but not limited to the undivided share of percentage ownership of the common elements appurtenant to each such unit, which are located in the property presently encumbered by the above mortgage.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by FLORIDA BANK OF VOLUSIA COUNTY, or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Florida Statute 718.104.

FLORIDA BANK OF VOLUSIA COUNTY

[Signature] By [Signature]  
Senior Vice President.

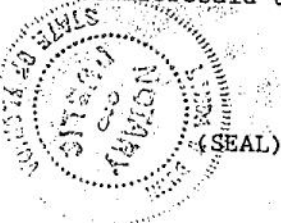
[Signature] Attest [Signature]  
Cashier.

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me a Notary Public, personally appeared FRANK B. DOUGHERTY and EVELYN M. GODWIN, well known to me to be the Senior Vice President and Cashier of FLORIDA BANK OF VOLUSIA COUNTY, and they severally acknowledged executing the same in the presence of two subscribed witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of December, 1982.



[Signature]  
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA - AT LARGE  
MY COMMISSION EXPIRES NOV 5, 1984  
BONDED THRU GENERAL INS., UNDERWRITERS

JOINDER OF MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MID-FLORIDA, now a division of EMPIRE OF AMERICA FSA, a corporation existing under the laws of the United States of America, herein called the Mortgagee, the owner and holder of a mortgages upon portion of the following lands in Volusia County, Florida:

SEE ATTACHED EXHIBIT "A",  
to the Declaration of Condominium.

Which mortgages are dated January 5, 1982, and October 7, 1982, and were recorded in Official Records Book 2322, page 1425, and Official Records Book 2392, page 1100, respectively, Public Records of Volusia County, Florida, joins in and consents to the making of the foregoing Declaration of Condominium and the Mortgagee hereby agrees that the lien of its mortgages only shall be upon the units, common elements and limited common elements of BRANDYWINE VILLAGE, a Condominium, according to the Declaration of Condominium, together with all appurtenances thereto, including but not limited to the undivided share of percentage ownership of the common elements appurtenant to each such unit, which are located in the property presently encumbered by the above mortgage.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgages held by mortgagee, or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Florida Statute 718.104.


EMPIRE OF AMERICA FSA is the successor of EMPIRE SAVINGS, F. A., which is the successor by merger and conversion of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MID-FLORIDA, by duly authorized corporate resolution.

EMPIRE OF AMERICA FSA

  
\_\_\_\_\_

By   
Division Exec. Vice President

  
\_\_\_\_\_

Attest   
Division Asst. Secretary

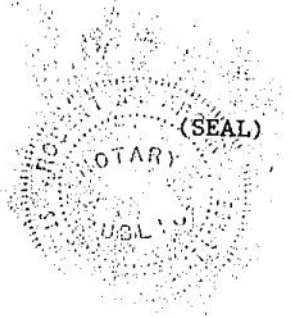
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me a Notary Public, personally appeared W. S. COFFIN and KATIE W. GIVEN, well known to me to be the Division Executive Vice President and Div. Assistant Secretary of EMPIRE OF AMERICA FSA and they severally acknowledged executing the same in the presence of two subscribed witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State

last aforesaid this 17<sup>th</sup> day of December, 1982.



[Signature]  
Notary Public, State of Florida

My commission expires: 11-4-84

## LEGAL DESCRIPTION FOR BRANDYWINE VILLAGE

A portion of Section 29, Township 16 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northeast corner of of the plat for Brandywine Unit 1, as recorded in Plat Book 34, Pages 66 & 67 of the Public Records of Volusia County, Florida for a POINT OF BEGINNING, said point being on the Westerly right-of-way line of S.R. 15 and U.S. 17; run thence S. 89° 27' 01" W., a distance of 776.09 feet; thence S. 00° 10' 00" E., a distance of 156.66 feet; thence N. 86° 00' 33" W., a distance of 185.26 feet; thence N. 86° 19' 52" W., a distance of 15.37 feet to a point on a curve, concave Northerly, having a radius of 180.00 feet, a central angle of 28° 04' 58", a chord distance of 87.34 feet and a chord bearing of S. 74° 09' 11" W., an arc distance of 88.23 feet to a point on said curve; thence N. 00° 50' 38" W., a distance of 272.25 feet; thence N. 46° 30' 34" E., a distance of 266.66 feet; thence N. 00° 50' 38" W., a distance of 169.99 feet; thence N. 89° 27' 01" E., a distance of 273.91 feet; thence S. 41° 18' 38" E., a distance of 129.30 feet; thence N. 48° 41' 22" E., a distance of 150.00 feet to a point on the Westerly right-of-way line of S.R. 15 and U.S. 17; thence S. 41° 18' 38" E. along said right-of-way line, a distance of 607.30 feet to the Point of Beginning. Containing 8.70 acres more or less.

Less and except Exception No. 1, being more particularly described as follows: Commence at the Northeast corner of the plat for Brandywine Unit 1, as recorded in Plat Book 34, Pages 66 & 67 of the Public Records of Volusia County, Florida, said point being on the Westerly right-of-way line of S.R. 15 and U.S. 17; run thence N. 41° 18' 38" W. along said right-of-way line, a distance of 574.69 feet to the POINT OF BEGINNING; thence S. 00° 10' 59" W., a distance of 8.16 feet; thence S. 25° 04' 23" W., a distance of 35.03 feet; thence S. 21° 48' 29" W., a distance of 50.36 feet; thence S. 10° 36' 59" E., a distance of 42.39 feet; thence

S. 58° 40' 20" W., a distance of 39.33 feet; thence  
 S. 28° 46' 31" W., a distance of 45.24 feet; thence  
 N. 83° 00' 20" W., a distance of 29.12 feet; thence  
 N. 43° 09' 18" W., a distance of 25.80 feet; thence  
 N. 25° 08' 33" W., a distance of 34.16 feet; thence  
 N. 02° 23' 28" W., a distance of 18.90 feet; thence  
 N. 01° 03' 18" E., a distance of 50.66 feet; thence  
 S. 41° 18' 38" E., a distance of 11.91 feet; thence  
 N. 48° 41' 22" E., a distance of 150.00 feet; thence  
 S. 41° 18' 38" E., a distance of 32.61 feet to the Point of  
 Beginning. Containing 0.38 acres more or less, and also

Less and except Exception No. 2, being more particularly de-  
 scribed as follows: Commence at the Northeast corner of the  
 plat for Brandywine Unit 1, as recorded in Plat Book 34,  
 Pages 66 & 67 of the Public Records of Volusia County, Florida,  
 said point being on the Westerly right-of-way line of S.R. 15  
 and U.S. 17; run thence S. 89° 27' 01" W., a distance of 305.00  
 feet for a POINT OF BEGINNING; thence continue S. 89° 27' 01" W.,  
 a distance of 160.00 feet; thence N. 00° 32' 59" W., a distance  
 of 35.00 feet to a point of curvature of a curve, concave Southerly,  
 having a radius of 80.00 feet, a central angle of 180° 00' 00",  
 a chord distance of 160.00 feet and a chord bearing of  
 N. 89° 27' 01" E.; thence along said curve, an arc distance of  
 251.33 feet to a point of tangency; thence S. 00° 32' 59" E.,  
 a distance of 35.00 feet to the Point of Beginning. Containing  
 0.36 acres more or less, and also

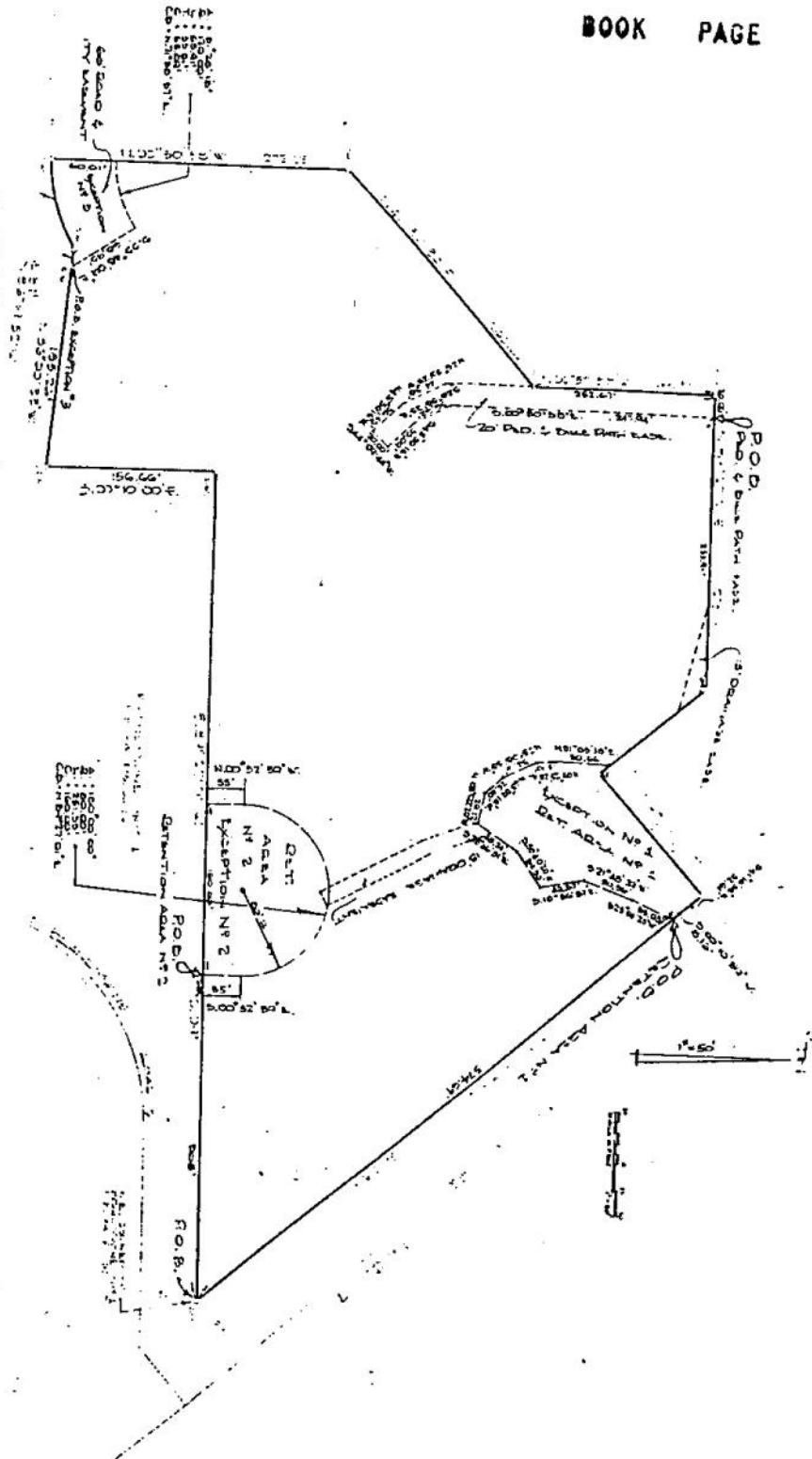
Less and except Exception No. 3, being more particularly described  
 as follows: Commence at the Northeast corner of the plat for  
 Brandywine Unit 1, as recorded in Plat Book 34, Pages 66 & 67  
 of the Public Records of Volusia County, Florida, said point  
 being on the Westerly right-of-way line of S.R. 15 and U.S. 17;  
 run thence S. 89° 27' 01" W., a distance of 776.09 feet; thence  
 S. 00° 10' 00" E., a distance of 156.66 feet; thence  
 N. 86° 00' 33" W., a distance of 185.26 feet to the POINT OF  
 BEGINNING; thence N. 86° 19' 52" W., a distance of 15.37 feet  
 to a point on a curve, concave Northerly, having a radius of

180.00 feet, a central angle of  $28^{\circ} 04' 58''$ , a chord distance of 87.34 feet and a chord bearing of S.  $74^{\circ} 09' 11''$  W., an arc distance of 88.23 feet to a point on said curve; thence N.  $00^{\circ} 50' 38''$  W., a distance of 60.01 feet to a point on a curve, concave Northerly, having a radius of 120.00 feet; a central angle of  $31^{\circ} 28' 18''$ , a chord distance of 65.09 feet and a chord bearing of N.  $71^{\circ} 58' 37''$  E., an arc distance of 65.91 feet to a point on said curve; thence S.  $33^{\circ} 48' 09''$  E., a distance of 68.93 feet to the Point of Beginning. Containing 0.12 acres more or less.

Together with declarant's rights and duties under and interest in that certain easement dated January 12, 1982, and recorded in Official Records Book 2324, page 1786, Public Records of Volusia County, Florida, which interest is hereby also submitted to the condominium form of use and ownership.

8.70 ACRES  $\pm$

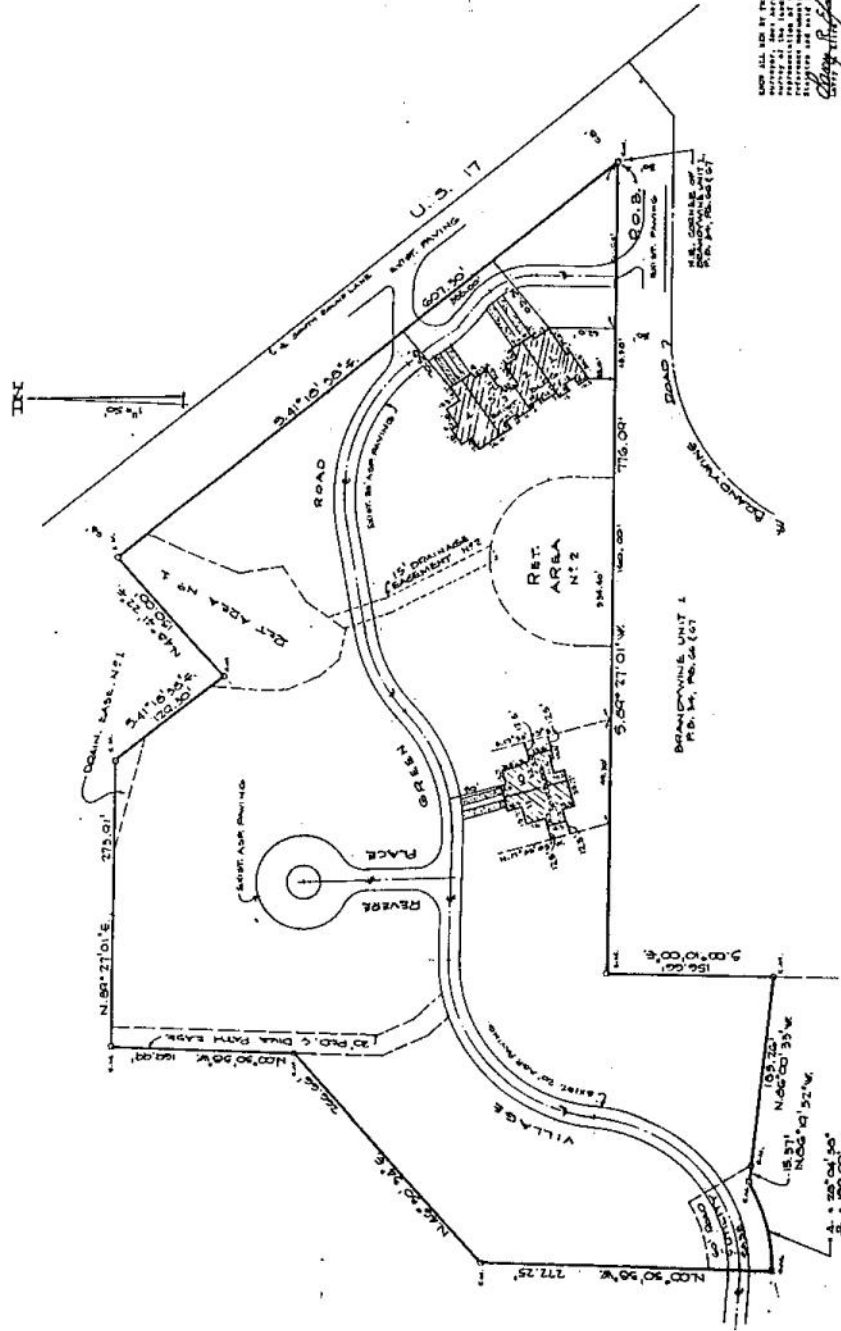
# BRANDYWINE VILLAGE ~ A CONDOMINIUM



<p>BRANDYWINE VILLAGE ~ A CONDOMINIUM</p>	
<p>DATE: 10/1/80</p>	<p>BY: [Signature]</p>
<p>FOR: [Signature]</p>	
<p>PROJECT: CONDOMINIUM SURVEY</p>	
<p>10/1/80</p>	

NOTES: 1. ALL DISTANCES ARE IN FEET AND INCHES. 2. ALL BEARINGS ARE IN DEGREES, MINUTES AND SECONDS. 3. ALL CORNERS ARE TO BE SET BY THE SURVEYOR.

SECTION 15, T.15 S., R.30 E., 10th-11th COUNTY, FLA.



BRANDYWINE VILLAGE  
A CONDOMINIUM

**CERTIFICATE OF SURVEY**  
BEFORE ME, the undersigned authority, on this 15th day of May, 1988, personally appeared James P. Hinkle, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

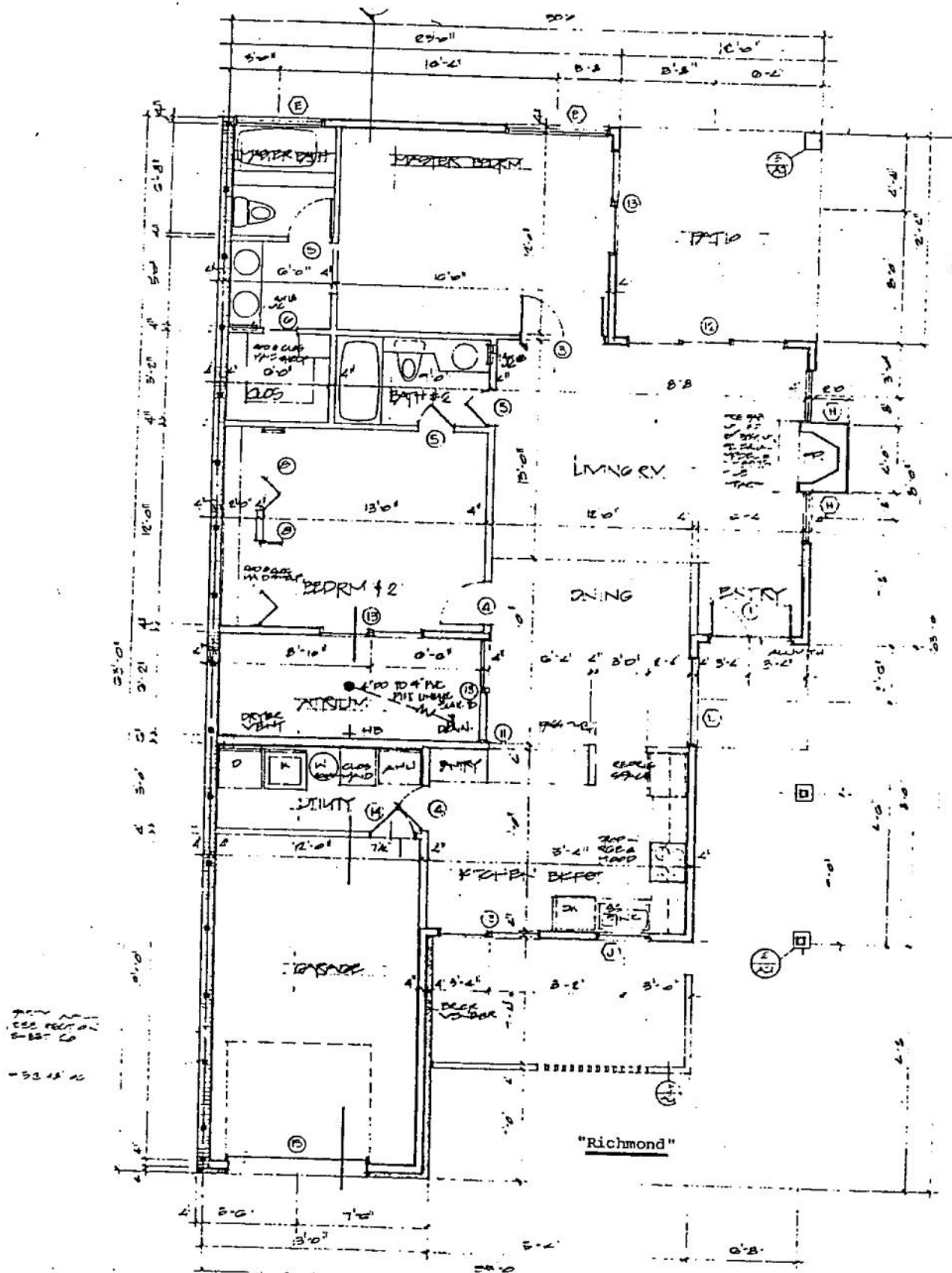
**CERTIFICATE OF SURVEY**  
BEFORE ME, the undersigned authority, on this 15th day of May, 1988, personally appeared James P. Hinkle, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public for the State of Florida  
My Comm. Expires 12-16-88

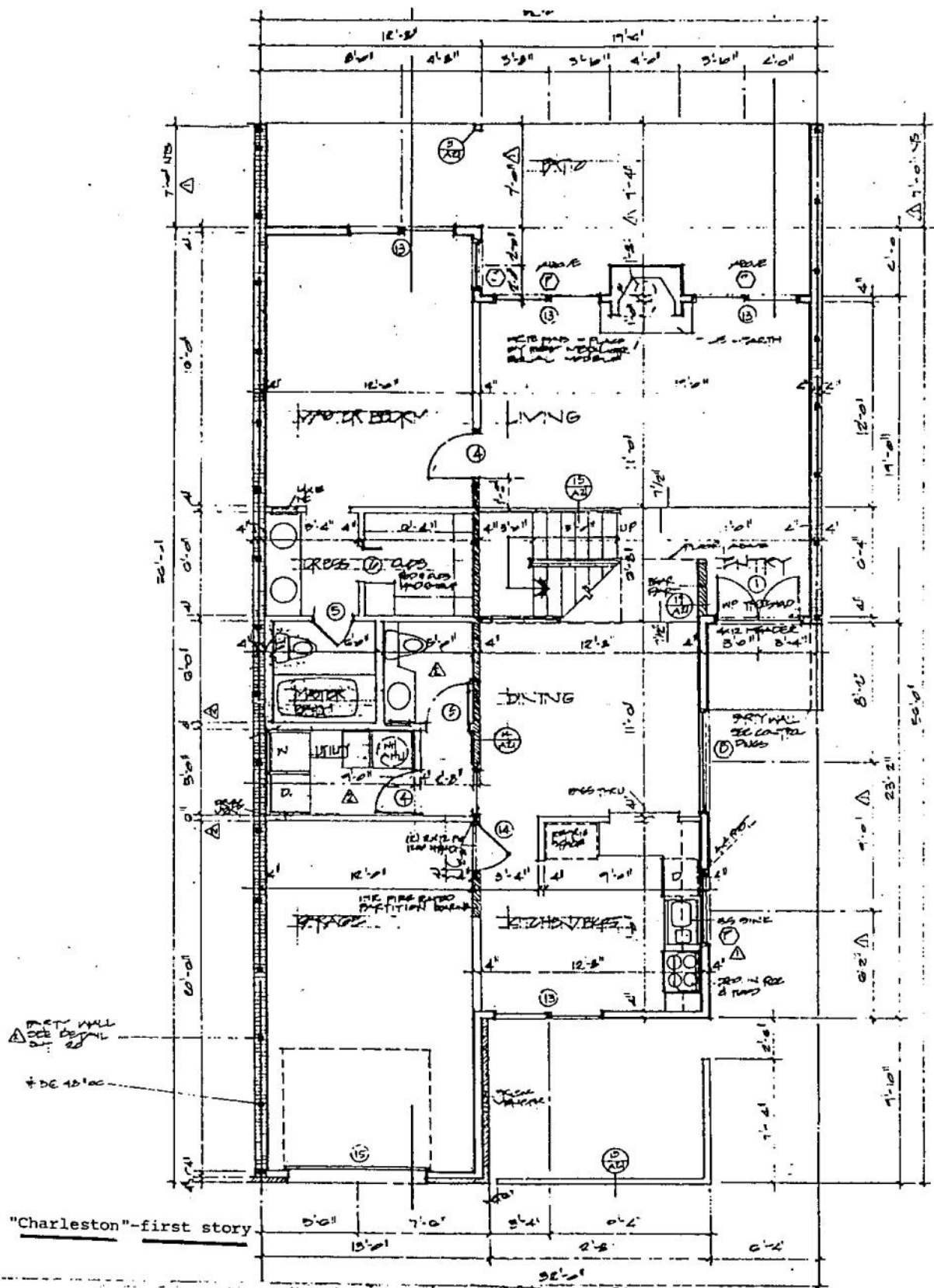
For complete legal description of Brandywine Village  
a Condominium, refer to Exhibit "A", a Declaration of  
Condominium.

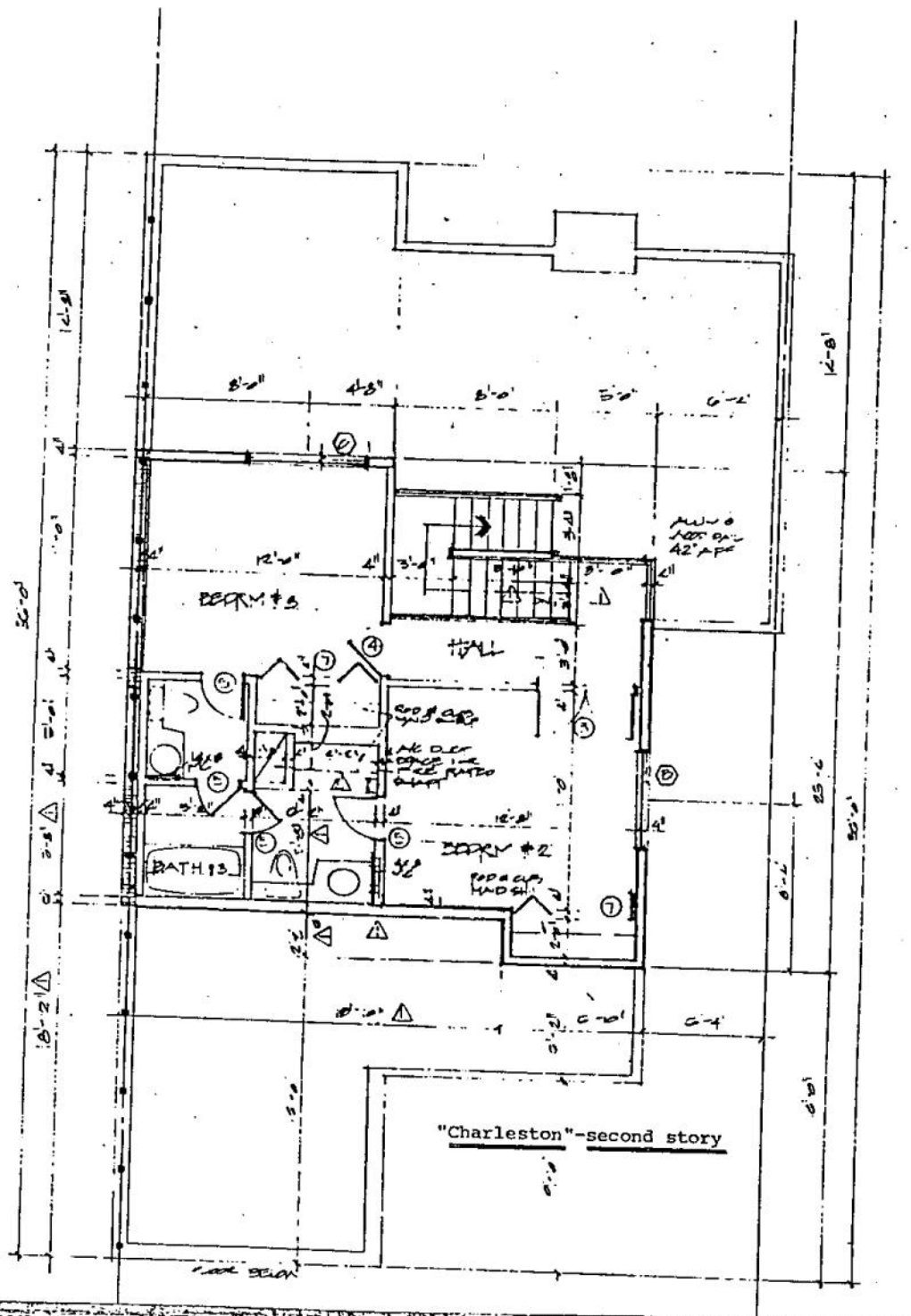
SURVEY  
BRANDYWINE VILLAGE  
15-15-88  
JPH



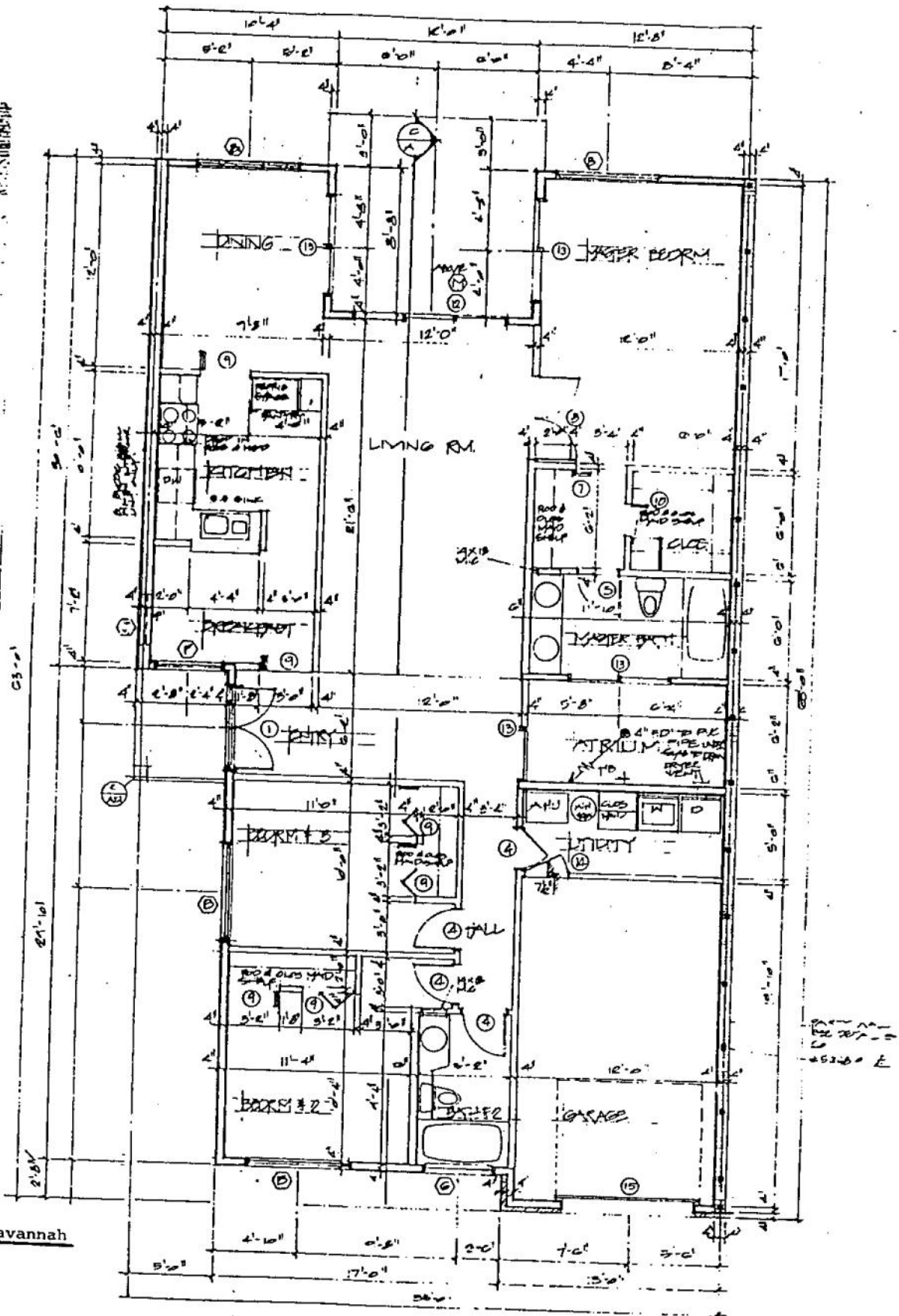








Savannah



FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida corporation having submitted the property to condominium, hereby amend the Declaration of Condominium recorded at Official Records Book 2409, Pages 987 through 1033, inclusive, Public Records of Volusia County, Florida, for the purpose of providing a new survey certifying the completion of additional units in the condominium.

This Amendment is authorized by Florida Statute §718.104 and is authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to herein is amended by the undersigned as follows:

(1) Exhibit "1" attached hereto is added to the Declaration of Condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in substitution of that survey contained in the Declaration which survey was recorded in Official Records Book 2409, Page 1013. This Amendment is made for the sole purpose of certifying the completion of the additional units by the attached Exhibit "1" and the certification contained therein.

(2) In all other respects the Declaration of Condominium for BRANDYWINE VILLAGE is hereby ratified, republished and confirmed by the undersigned as first made.

IN WITNESS WHEREOF, the undersigned have cause these presents to be signed and sealed this 11th day of May, 1983.

Witnesses

  
\_\_\_\_\_

Linda L. Rodgers

  
\_\_\_\_\_

Linda L. Rodgers

  
\_\_\_\_\_

Linda L. Rodgers


041147

MAY 13 12 45 PM '83

FILED  
MAY 13 1983  
CLERK OF COUNTY  
VOLUSIA COUNTY, FLA.

BRANDYWINE VILLAGE ASSOCIATES  
BRANDYWINE ENTERPRISES, INC.

(Corporate Seal)

By:   
President, Venturer

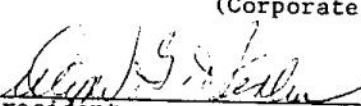
DREGGORS CONSTRUCTION, INC.

(Corporate Seal)

By:   
President, Venture

BRANDYWINE ENTERPRISES, INC.

(Corporate Seal)

By:   
President

Attest: Maria M. Karjian  
Secretary

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WAYNE G. SANBORN, President of BRANDYWINE ENTERPRISES, INC., and under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal, and J. RICHARD DREGGORS, President of DREGGORS CONSTRUCTION, INC., and under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same on behalf of each respective corporation as a general partner and on behalf of the partnership and joint venture.

WITNESS my hand and seal in the County and State last aforesaid this 11th day of May, 1983.

(Notarial Seal)

Linda L. Rodgers  
NOTARY PUBLIC - STATE OF FLORIDA

My commission expires:

Notary Public, State of Florida  
My Commission Expires April 12, 1987  
Bonded Three Year Term Insurance, Inc.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments personally appeared WAYNE G. SANBORN, President, and MARIE M. GARJIAN, Secretary of BRANDYWINE ENTERPRISES, INC., and under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of May, 1983.

(Notarial Seal)

Linda L. Rodgers  
NOTARY PUBLIC - STATE OF FLORIDA

My commission expires:

Notary Public, State of Florida  
My Commission Expires April 12, 1987  
Bonded Three Year Term Insurance, Inc.

[illegible]

Department of Justice

[illegible]

For complete legal description of Boundary Village, a Condominium, refer to "Exhibit A", A Declaration of a Condominium.

SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby amend the Declaration of Condominium recorded at Official Records Book 2409, Pages 987 through 1003, Public Records of Volusia County, Florida and as first amended in Official Records Book 2449, Pages 1302 through 1304, Public Records of Volusia County, Florida, for the purpose of providing a new survey certifying the completion of additional units in the condominium.

This Amendment is authorized by Florida Statute 718.104, and is authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to herein is amended by the undersigned as follows:

(1) Exhibit "1" attached hereto is added to the Declaration of Condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in full substitution of that survey contained in the Declaration which survey was recorded in Official Records Book 2407, Page 1013, and that survey contained in the amendment recorded at Official Records Book 2449, Page 1304, Public Records of Volusia County. This Amendment is made for the sole purpose of certifying the completion of the units reflected on the attached Exhibit "1" and the certification contained therein.

(2) In all other respects, the Declaration of Condominium for BRANDYWINE VILLAGE as first amended is hereby ratified, republished and confirmed by the undersigned as first made.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed this 15<sup>th</sup> day of June, 1983.

Witnesses

[Signature]

Linda L. Rodgers

[Signature]

Linda L. Rodgers

[Signature]

Linda L. Rodgers

BRANDYWINE VILLAGE ASSOCIATES  
BY BRANDYWINE ENTERPRISES, INC.

(Corporate Seal)  
By: [Signature]  
President, Venturer

By DREGGORS CONSTRUCTION, INC.  
(Corporate Seal)

By: [Signature]  
President, Venturer

By BRANDYWINE ENTERPRISES, INC.

(Corporate Seal)  
By: [Signature]  
President

Attest: Maria M. Garjian

052225

JUN 15 9 13 AM '83

NOTARIAL PUBLIC  
STATE OF FLORIDA  
COMMISSION EXPIRES 12/31/84  
[Signature]

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this 16<sup>th</sup> day of June, 1983, by WAYNE G. SANBORN, as President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation, partner, and J. RICHARD DREGGORS, as President of DREGGORS CONSTRUCTION, INC., a Florida Corporation, partner, on behalf of each respective corporation as a general partner and on behalf of the partnership and joint venture.

(NOTARIAL SEAL)

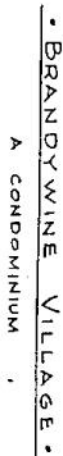
*Linda L. Rodgers*  
Notary Public State of Florida  
Notary Public, State of Florida  
My Commission Expires April 12, 1987  
Bonded thru Troy Feltz Insurance, Inc.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me this 15<sup>th</sup> day of June 1983 by WAYNE G. SANBORN, President, and MARIE M. GARJIAN, Secretary of BRANDYWINE ENTERPRISES, INC., a Florida corporation on behalf of said corporation.

(NOTARIAL SEAL)

*Linda L. Rodgers*  
Notary Public State of Florida  
Notary Public, State of Florida  
My Commission Expires April 12, 1987  
Bonded thru Troy Feltz Insurance, Inc.



For complete (aged) derivations of Propositions 11 and 12, see, for example, [1, 2].

052225

THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby amend the Declaration of Condominium recorded at Official Records Book 2409, Pages 987 through 1003, Public Records of Volusia County, Florida; as first amended in Official Records Book 2449, Pages 1302 through 1304, Public Records of Volusia County, Florida, and as subsequently amended in Official Records Book 2459, Page 1839, Public Records of Volusia County, Florida, for the purpose of providing a new survey certifying the completion of additional units in the condominium.

This Amendment is authorized by Florida Statute 718.104, and is authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to here in is amended by the undersigned as follows:

(1) Exhibit "1" attached hereto is added to the Declaration of Condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in full substitution of that survey contained in the Declaration which survey was recorded in Official Records Book 2407, Page 1013; that survey contained in the first amendment recorded at Official Records Book 2449, Page 1304, Public Records of Volusia County, Florida, and that survey contained in the second amendment recorded in Official Records Book 2459, Page 1841, Public Records of Volusia County, Florida. This Amendment is made for the sole purpose of certifying the completion of the units reflected on the attached Exhibit "1" and the certification contained therein.

(2) In all other respects, the Declaration of Condominium for BRANDYWINE VILLAGE as amended in the first and second amendment is hereby ratified, republished and co amendment is hereby ratified, republished and confirmed by the undersigned as first made.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed this 8th day of September, 1983.

Witnesses

[Signature]

Denise S. Long

[Signature]

Denise S. Long

[Signature]

Denise S. Long

BRANDYWINE VILLAGE ASSOCIATES  
BY BRANDYWINE ENTERPRISES, INC.

(Corporate Seal)  
By: [Signature]  
President, Venturer

BY DREGGORS CONSTRUCTION, INC.

(Corporate Seal)  
By: [Signature]  
President, Venturer

BRANDYWINE ENTERPRISES, INC.

(Corporate Seal)  
By: [Signature]  
President

Attest: Marie M. Garjan

082038

SEP 8 2 49 PM '83

FILED FOR RECORD  
RECORD  
CLERK OF COUNTY OF  
VOLUSIA, FLORIDA

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this 8th day of September, 1983 by WAYNE G. SANBORN, as President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation, partner, and J. RICHARD DREGGORS, as President of DREGGORS CONSTRUCTION, INC., a Florida Corporation, partner, on behalf of each respective corporation as a general partner and on behalf of the partnership and joint venture.

(NOTARIAL SEAL)

Denise S. Long  
Notary Public, State of Florida

Notary Public, State of Florida  
My Commission Expires Aug. 15, 1987.  
Bonded thru Tray Felt Insurance, Inc.

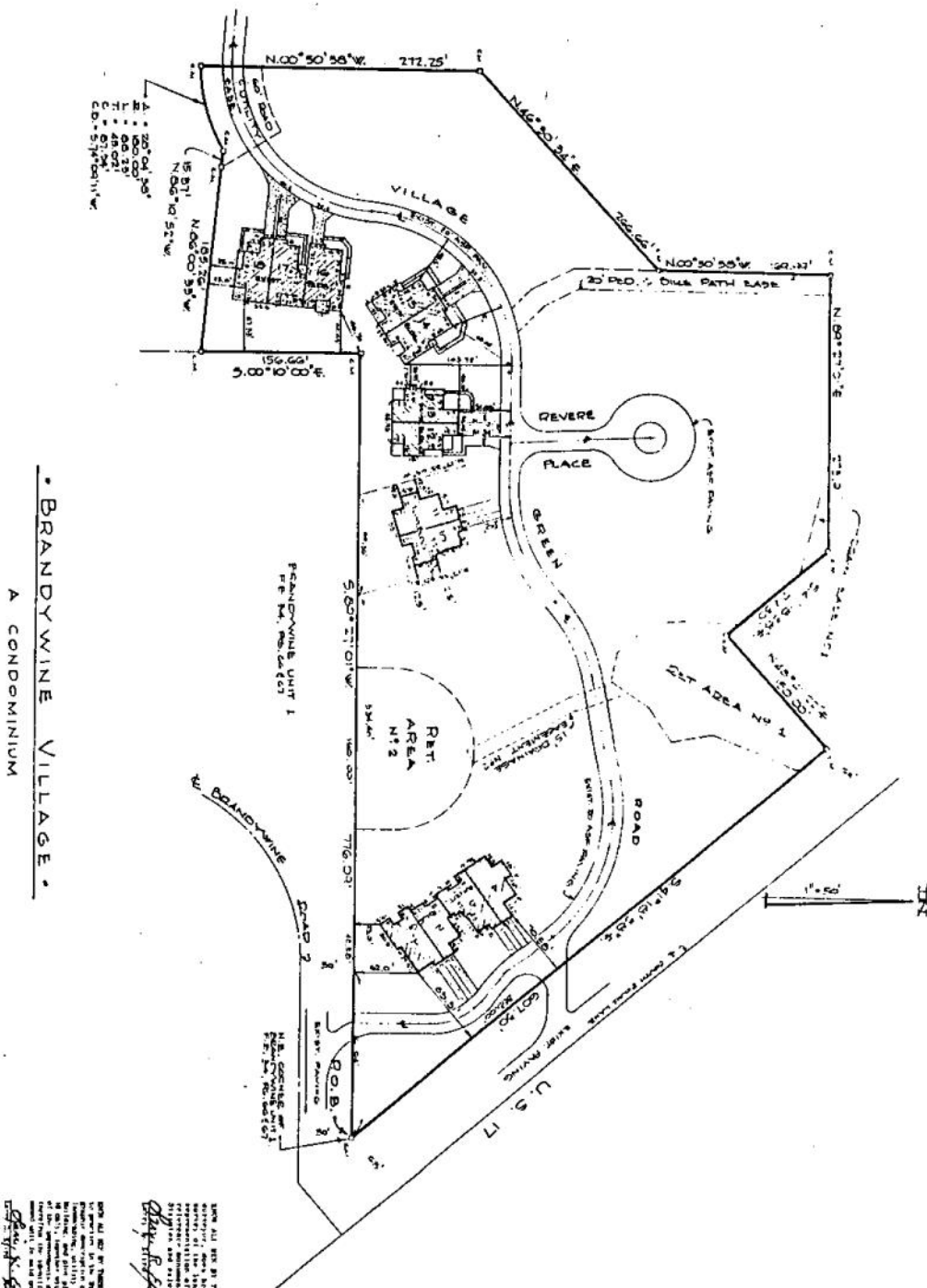
STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me this 8th day of September, 1983 by WAYNE G. SANBORN, President, and MARIE M. GARJIAN, Secretary of BRANDYWINE ENTERPRISES, INC., a Florida corporation on behalf of said corporation.

(NOTARIAL SEAL)

Denise S. Long  
Notary Public, State of Florida

Notary Public, State of Florida  
My Commission Expires Aug. 15, 1987.  
Bonded thru Tray Felt Insurance, Inc.



BRANDYWINE VILLAGE  
A CONDOMINIUM

EXHIBIT 1

**SECTION 1 OF 2**

THIS SURVEY WAS MADE BY THE SURVEYOR, IN THE PRESENCE OF THE WITNESSES, AND THE RESULTS THEREOF ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

Surveyed by: [Signature]  
Witneses: [Signatures]

DATE: 9-6-83

For a complete description of Brandywine Village, a Condominium, refer to "Brandywine Village Condominium."

SURVEY  
OF  
BRANDYWINE VILLAGE

052035

110739

FILED FOR RECORD  
RECORD VERIFIED

Nov 27 12 29 PM '84

By *[Signature]*  
CLERK OF DISTRICT COURT  
VOLUSIA COUNTY, FLORIDA

This Instrument was Prepared By:  
Robert F. Apgar, Esq.  
Post Office Box 3010  
DeLand, Florida 32723-3010

FOURTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby amend the Declaration of Condominium recorded at Official Records Book 2409, Pages 987 through 1003, Public Records of Volusia County, Florida; as first amended in Official Records Book 2449, Pages 1302 through 1304, Public Records of Volusia County, Florida, as subsequently amended in Official Records Book 2459, Page 1839, and as subsequently amended in Official Records Book 2487, Page 752, Public Records of Volusia County, Florida, for the purpose of providing a new survey certifying the completion of additional units in the condominium.

26290378

PAGE  
BOOK  
VOLUSIA COUNTY  
FLORIDA

This Amendment is authorized by Florida Statute 718.104, and authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to herein is amended by undersigned as follows:

(1) Exhibit "1" attached hereto is added to the Declaration of Condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in full substitution of that survey contained in the Declaration which survey was recorded in Official Records Book 2407, Page 1013; that survey contained in the first amendment recorded at Official Records Book 2449, Page 1304, Public Records of Volusia County, Florida; that survey contained in the second amendment recorded in Official Records Book 2459, Page 1841, Public Records of Volusia County, Florida; and that survey contained in the third amendment recorded in Official Records Book 2487, Page 754, Public Records of Volusia County, Florida. This Amendment is made for the sole purpose of certifying the completion of the units reflected on the attached Exhibit "1" and the certification contained therein.

(2) In all other respects, the Declaration of Condominium for BRANDYWINE VILLAGE is hereby ratified, republished and confirmed by the undersigned as first made.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed this 26 day of November, 1984.

Witnesses

BRANDYWINE VILLAGE ASSOCIATES

BY: BRANDYWINE ENTERPRISES, INC.

*[Signature]*  
*[Signature]*

By:

*[Signature]*  
President, Venturer

(CORPORATE SEAL)

BY: DREGGORS CONSTRUCTION, INC.

*Richard Deggors*  
*Valene S. Patten*

By: *J. Richard Deggors*  
 President, Venturer

(CORPORATE SEAL)

BRANDYWINE ENTERPRISES, INC.

*Wayne G. Sanborn*  
*Valene S. Patten*

By: *Wayne G. Sanborn*  
 President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this 26<sup>th</sup> day of November, 1984, by WAYNE G. SANBORN, as President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation, partner, and J. RICHARD DREGGORS, as President of DREGGORS CONSTRUCTION, INC., a Florida Corporation, partner, on behalf of each respective corporation as a general partner and on behalf of the partnership and joint venture.

(NOTARIAL SEAL)

*Valene S. Patten*  
 NOTARY PUBLIC, State of Florida

My Commission Expires: 2-8-88STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me this 26 day of November, 1984 by WAYNE G. SANBORN, President of BRANDYWINE ENTERPRISES, INC., a Florida corporation on behalf of said corporation.

(NOTARIAL SEAL)

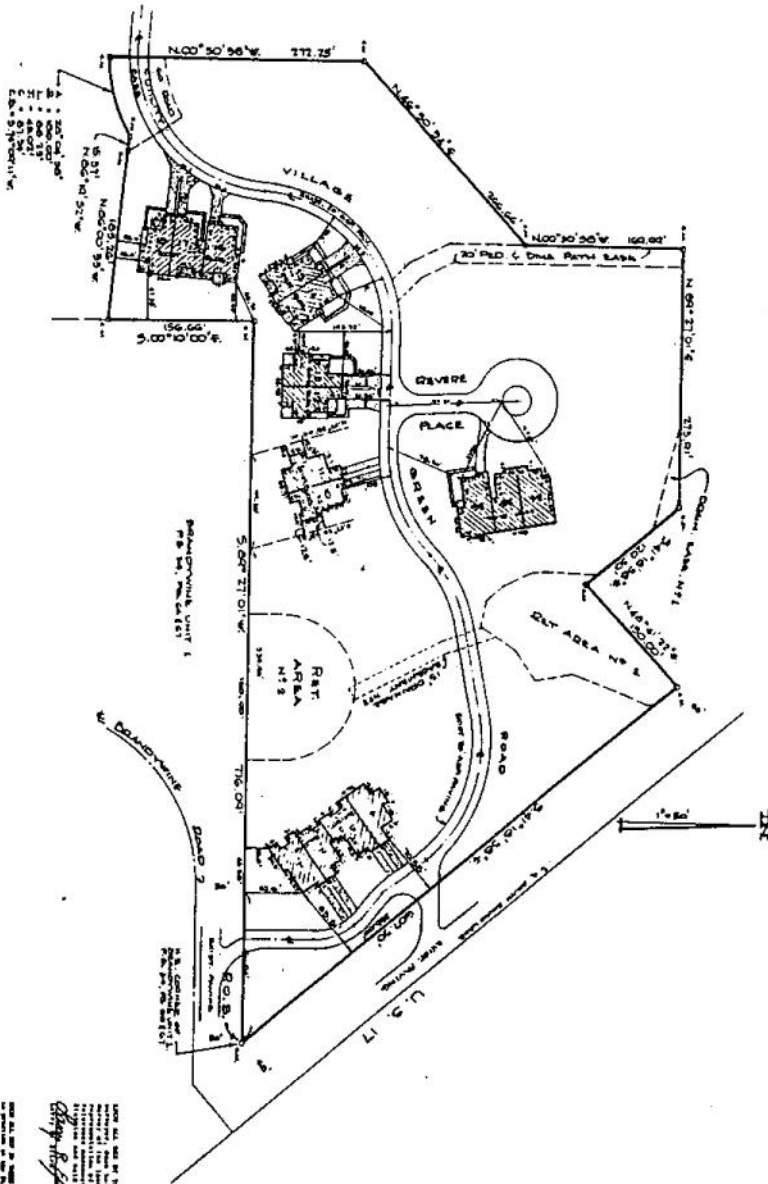
*Valene S. Patten*  
 NOTARY PUBLIC, State of Florida

My Commission Expires: 2-8-88

26290386

BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

SECTION 29 T. 15. N. R. 22. E. VOLUSIA COUNTY, FLA.



• BRANDYWINE VILLAGE •  
A CONDOMINIUM

SECTION 29 T. 15. N. R. 22. E. VOLUSIA COUNTY, FLA.  
SURVEYED BY  
J. R. [Signature]  
19-10-83

BRANDYWINE UNIT 1  
17-10-83  
19-10-83  
19-10-83

SURVEY  
BRANDYWINE VILLAGE  
19-10-83  
19-10-83

This Instrument was Prepared By:  
Robert F. Apgar, Esq.  
Post Office Box 3010  
DeLand, Florida 32723-3010

FIFTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby amend the Declaration of Condominium recorded at Official Records Book 2409, Pages 987 through 1003, Public Records of Volusia County, Florida; as first amended in Official Records Book 2449, Pages 1302 through 1304, Public Records of Volusia County, Florida, as subsequently amended in Official Records Book 2459, Page 1839, as subsequently in Official Records Book 2487, Page 752, and as subsequently amended in Official Records Book 2629, Page 378, Public Records of Volusia County, Florida, for the purpose of providing a new survey certifying the completion of additional units in the condominium.

This Amendment is authorized by Florida Statute 718.104, and is authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to herein is amended by the undersigned as follows:

(1) Exhibit "1" attached hereto is added to the Declaration of Condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in full substitution of that survey contained in the Declaration which survey was recorded in Official Records Book 2407, Page 1013; that survey contained in the first amendment recorded at Official Records Book 2449, Page 1304, Public Records of Volusia County, Florida; that survey contained in the second amendment recorded in Official Records Book 2459, Page 1841, Public Records of Volusia County, Florida; that survey contained in the third amendment recorded in Official Records Book 2487, Page 754, and that survey contained in the Fourth Amendment recorded in Official Records Book 2629, Page 380, Public Records of Volusia County, Florida. This Amendment is made for the purpose of certifying the completion of the units reflected on the attached Exhibit "1" and the certification contained therein.

(2) Exhibit "1" further reflects completion of the Clubhouse and pool facilities which constitute common elements of Brandywine Village, a condominium.

(3) In all other respects, the Declaration of Condominium for BRANDYWINE VILLAGE is hereby ratified, republished and confirmed by the undersigned as first made.

120916

FILED FOR RECORD  
RECORD VERIFIED

DEC 27 12 59 PM '84

*By [Signature]*  
CLERK OF CIRCUIT COURT  
VOLUSIA COUNTY, FLORIDA

2638181

BOOK PAGE  
VOLUSIA COUNTY

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed this 27<sup>th</sup> day of December, 1984.

Witnesses

BRANDYWINE VILLAGE ASSOCIATES

BY: BRANDYWINE ENTERPRISES, INC.

Mario M. Garjien  
Allen S. Pason

By: Wayne G. Sanborn  
President, Venturer

(CORPORATE SEAL)

BY: DREGGORS CONSTRUCTION, INC.

Richard Dreggors  
Allen S. Pason

By: Richard Dreggors  
President, Venturer

(CORPORATE SEAL)

BRANDYWINE ENTERPRISES, INC.

Mario M. Garjien  
Allen S. Pason

By: Wayne G. Sanborn  
President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

27<sup>th</sup> THE FOREGOING instrument was acknowledged before me on this day of December, 1984, by WAYNE G. SANBORN, as President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation, partner, and J. RICHARD DREGGORS, as President of DREGGORS CONSTRUCTION, INC., a Florida Corporation, partner, on behalf of each respective corporation as a general partner and on behalf of the partnership and joint venture.

(NOTARIAL SEAL)

Wayne G. Sanborn  
NOTARY PUBLIC, State of Florida

My Commission Expires: 11-4-88

STATE OF FLORIDA  
COUNTY OF VOLUSIA

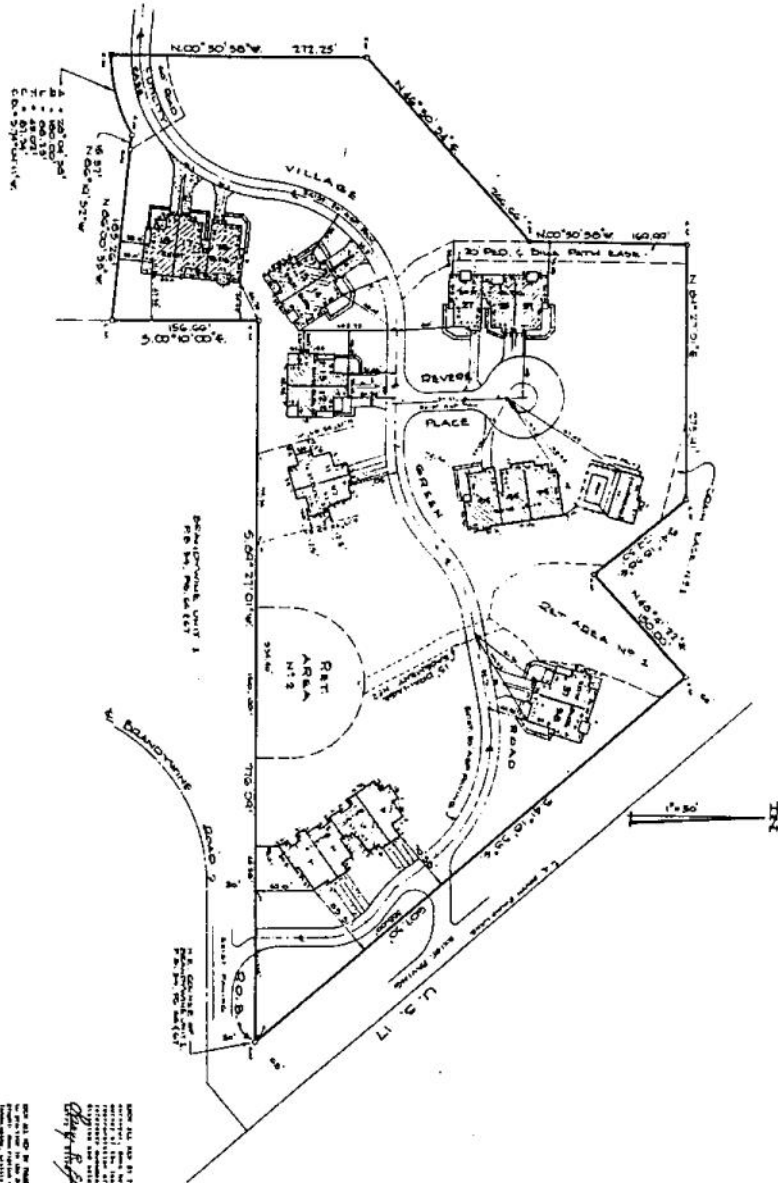
27<sup>th</sup> THE FOREGOING instrument was acknowledged before me this day of December, 1984 by WAYNE G. SANBORN, President of BRANDYWINE ENTERPRISES, INC., a Florida corporation on behalf of said corporation.

(NOTARIAL SEAL)

Wayne G. Sanborn  
NOTARY PUBLIC, State of Florida

My Commission Expires: 11-4-88

BRANDYWINE VILLAGE  
A CONDOMINIUM



DEVELOPER'S CERTIFICATE  
I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original plan of subdivision as filed in the public records of Volusia County, Florida, and that the same has been approved by the Volusia County Board of Commissioners.

*[Signature]*  
DEVELOPER

NOTARY PUBLIC  
My Commission Expires 12/31/2000

SURVEY  
BRANDYWINE VILLAGE  
12/10/82  
12/10/82

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM BOOK PAGE  
 FOR BRANDYWINE VILLAGE, A CONDOMINIUM FLORIDA COUNTY

Brandywine Village Condominium Association, Inc., a Florida non-profit corporation, by its undersigned President and Secretary, hereby certifies as follows:

1. The Declaration of Condominium for Brandywine Village, a Condominium, was recorded on December 17, 1982 and subsequently amended by instruments recorded in Official Records Book 2449, Page 1302, Official Records Book 2459, Page 1839, Official Records Book 2487, Page 752, Official Records Book 2629, Page 738, and Official Records Book 2638, Page 1810, Public Records of Volusia County, Florida; and

2. Paragraphs 16.1 through 16.8 of the Declaration of Condominium provide for the amendment of the Declaration upon the required affirmative vote of owners as specified therein; and

3. Paragraph 9 of the Bylaws of Brandywine Village Condominium Association, Inc., attached as Exhibit E to the Declaration of Condominium provides for the amendment of the Bylaws upon the required affirmative vote of the members pursuant to the procedures as set forth therein; and

4. On May 21, 1985, at a regular meeting of the unit owners of which a quorum was present, and which was called pursuant to duly given notice, wherein the full text of the proposed Amendment was set forth, the unit owners amended Paragraph 6 (C) and (D) of the Bylaws which are attached as Exhibit E to the Declaration of Condominium upon and by virtue of the approval of the following Amendment thereto by the required affirmative vote. The amendment was to be effective immediately upon its adoption. Paragraph 6 (C) of the Bylaws of Brandywine Village Condominium Association, Inc. shall be amended by deleting the first sentence of Paragraph 6 (C) and substituting in its place the following sentence:

"The Board of Directors shall consist of five directors."

Paragraph 6 (D) of the Bylaws of Brandywine Village Condominium Association, Inc. shall be amended by deleting the first sentence of Paragraph 6 (D) and substituting in its place the following two sentences:

"The term of each director's service shall be for a term of two (2) years and directors shall be elected at the annual members meeting. Provided, however, to create staggered terms of directors, two directors shall be elected in 1985 for a term of two years and three directors shall be elected in 1985 for a term of one year; and thereafter, two directors will be elected in each odd numbered year and three directors will be elected in each even numbered year."

IN WITNESS WHEREOF, the President and Secretary of this Association have hereto set their hands and seals to this certificate this 10<sup>th</sup> day of July, 1985, and have caused this instrument to be recorded in the Public Records of Volusia County, Florida.

Witnesses:

068929 BRANDYWINE VILLAGE CONDOMINIUM  
ASSOCIATION, INC., a Florida  
non-profit corporation

Kevin T. Hansen

FILED FOR RECORD  
RECORD VERIFIED By:

Robert G. Smith  
President

Robert D. Davis

JUL 17 8 30 AM '85

By: [Signature]  
CLERK OF CIRCUIT COURT  
VOLUSIA COUNTY, FLORIDA

Attest: Shelley Pope  
Secretary

2706066b

BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th  
day of July, 1985, by Wayne H. Sankora  
as President and Sullivan Pope, as Secretary of  
Brandywine Condominium Association, Inc., a Florida corporation, on  
behalf of said corporation.

Witness my hand and official seal in the county and state last  
aforesaid, this 10 day of July, 1985.

(Seal)

Marie M. Harpian  
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Dec. 15, 1987  
Renewed Dec. 15, 1987

000000

148414

FILED FOR RECORD  
RECORD VERIFIED

DEC 12 11 58 AM '86

CLY. HUIZAR  
CLERK OF CIRCUIT COURT  
VOLUSIA COUNTY, FLORIDA

This Instrument was Prepared By:  
Robert F. Apgar, Esq.  
Post Office Box 3010  
DeLand, Florida 32723-3010

SEVENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, by its undersigned President and Secretary hereby certify that the following Amendments to the Declaration of Condominium were made by BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC. Further, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby consent to and join in the Amendments made by BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., as the Amendments are set forth below. The undersigned acknowledge and agree that the amendments set forth below were for the benefit of BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., BRANDYWINE VILLAGE ASSOCIATES and BRANDYWINE ENTERPRISES, INC. and the amendments so adopted are authorized by the terms of the Declaration of Condominium.

1. The Declaration of Condominium for Brandywine Village, a condominium was recorded on December 17, 1982, in Official Records Book 2409, Page 987, and subsequently amended by instruments recorded in Official Records Book 2449, Page 1302, Official Records Book 2459, Page 1839, Official Records Book 2487, Page 752, Official Records Book 2629, Page 378, Official Records Book 2638, Page 1810 and Official Records Book 2706, Page 665, Public Records of Volusia County, Florida.

2. Paragraphs 16.1 through 16.8 of the Declaration of Condominium provide for the amendment of the Declaration upon the required affirmative vote of owners as specified therein. Further, the referenced paragraphs permit certain amendments to be made by the Developer and reserve unto the Developer the right to make certain amendments under terms as specified therein. As of this date, the Developer has not sold 75% of the units in the condominium. Further, Paragraph 3.2 of the Declaration of Condominium permits the Developer to alter the unit plans.

3. On September 16, 1986, at a special meeting of unit owners, of which a quorum was present and which was called pursuant to duly given notice wherein the full text of the proposed amendment was set forth, the unit owners amended the Declaration of Condominium as set forth herein upon the required affirmative vote necessary to approve such amendments. The amendments were to be effective immediately upon adoption and recordation of this Amendment. The proposed amendments were first duly adopted by the Board of Directors as required under the Declaration of Condominium. The Amendments duly adopted are as follows:

(A) Paragraph 3.1 Development Plan is amended to modify Paragraph A thereof as follows:

A. Survey, Plot Plan and Floor Plan. The survey of the land is attached to the original Declaration as Exhibit "B" thereto. The Plot Plan and Floor Plan showing the improvements to be constructed on the property are attached to the Declaration of Condominium as Exhibit "C". Attached hereto as Exhibit "1" is an amended Plot Plan eliminating Unit 8 which thereby reduces the number of units in the condominium to 37 as shown on the amended Plot Plan. This amended Plot Plan is in full substitution of the Plot Plan contained in the Declaration of Condominium. The Floor Plans showing the improvements to be constructed on the property contained in Exhibit "C" to the Declaration of Condominium are amended to add a new Floor Plan, which additional Floor Plan is attached to this Amendment as Exhibit "2". After this amendment, there are five Floor Plans for the condominium units.

29101450  
Book  
Volusia  
County  
Florida

(B) The first sentence of Paragraph 4.3 of the Declaration of Condominium is deleted and in its place the following two sentences are added:

The share or percentage of ownership in the common elements attributable to Units 1 through 6 and Units 10 through 38 is an undivided 1/38th interest in the common elements for each unit set forth in this sentence. The share or percentage of ownership in the common elements attributable to Unit 7 and to Unit 9 is an undivided 3/76th interest in the common elements for each of Units 7 and 9.

(C) The first sentence of Paragraph 4.5 of the Declaration of Condominium is amended to read as follows:

Appurtenant to Units 1 through 6 and Units 10 through 38 is an undivided 1/38th interest in any common surplus and appurtenant to Units 7 and 9 is an undivided 3/76th interest in any common surplus and where there is more than one owner of a unit, the percentage or fractional ownership of such owners in the common surplus appurtenant to their units shall be divided among the collective owners of such unit in the same proportions as the respective interest in their unit.

(D) The first sentence of Paragraph 8.4 of the Declaration of Condominium is amended to read as follows:

The maximum number of votes for the condominium is 37.

(E) Paragraph 9.1., Assessments, is modified in its entirety to read as follows:

To perform and carry out the duties and obligations of the Association, the Association has been and hereby is granted the power to levy and enforce the collection of such assessments as are necessary to perform these duties and obligations as are in the Declaration and elsewhere expressly or impliedly imposed upon it and the Developer, its successors and assigns hereby covenants and agrees and each owner of any unit within the condominium regardless of how title is acquired, shall be deemed to covenant and agree to pay the association such annual assessments or charges, such special assessment for capital improvements as may, from time to time, be required, it being expressly intended that each owner of Units 1 through 6 and Units 10 through 38 shall be liable for a 1/38th share of the common expenses and that each owner of Units 7 and 9 shall be liable for a 3/76th share of the common expenses. The establishment, collection and enforceability of such assessments shall be pursuant to the By-Laws of the Association subject to the provisions set forth herein. As to regular and special assessments for Units 7 and 9, any such assessment for each of Units 7 and 9 shall always be 1 1/2 times greater than the regular or special assessment for any other unit in the condominium. As of this date, the Developer and Brandywine Enterprises are the only persons with an interest in the property on which Units 7 and 9 shall be constructed. By their joinder in this Amendment, they, their successors in interest and assigns shall at all times own Units 7 and 9 subject to the provisions of this instrument requiring them to pay the greater share in the common expenses of the Association as set forth herein.

29101452

(F) The following ~~sentences~~ <sup>pages</sup> are added at the end of Paragraph 9.4 of the Declaration of Condominium.

As of the date of this amendment, the regular assessment for Units 1 through 6 and Units 10 through 38 is \$110.00 per month or \$1,320.00 annually. Effective with this amendment, the monthly assessment to become due hereafter for Units 7 and 9 shall be \$165.00 per month for each unit or \$1,980.00 annually for each unit. Hereafter, the proportionate share in common expenses of Units 1 through 6 and Units 10 through 38 shall be 1/38th for each unit and the proportionate share for Units 7 and 9 shall be 3/76ths regardless of the manner in which title is acquired to Units 7 and 9.

In all other respects, the Declaration of Condominium for Brandywine Village, a condominium is hereby ratified, republished and confirmed by the signatories hereto as first made subject to the previous amendments referred to herein.

IN WITNESS WHEREOF, the President and Secretary of BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., have hereunto set their hands and seals to this certificate this 20th day of October, 1986, and have caused this instrument to be recorded in the Public Records of Volusia County, Florida, and the Developer and Brandywine Enterprises, Inc., have caused these presents to be signed and sealed under proper authority this 20th day of October, 1986.

Witnesses

BRANDYWINE VILLAGE CONDOMINIUM,  
ASSOCIATION, INC., a Florida,  
non-profit corporation

Marie M. Garjean  
Luellen Pope

By: [Signature]  
President

(CORPORATE SEAL)

Marie M. Garjean  
Luellen Pope

Attest: [Signature]  
Secretary

BRANDYWINE VILLAGE ASSOCIATES, a  
Florida joint venture

By: BRANDYWINE ENTERPRISES, INC.,  
a Florida corporation

Marie M. Garjean  
Luellen Pope

By: [Signature]  
WAYNE G. SANBORN,  
President, Venturer

(CORPORATE SEAL)

29101453

BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

BRANDYWINE ENTERPRISES, INC., a  
Florida corporation

Maria M. Garjion

By: Wayne G. Sanborn  
WAYNE G. SANBORN, President

(CORPORATE SEAL)

Willard M. Utman

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this  
20th day of October, 1986, by Wayne G. Sanborn  
as President and Willard M. Utman as  
Secretary of BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., on  
behalf of said corporation.

WITNESS, my hand and official seal in the County and State  
last aforesaid this 20th day of October, 1986.

(NOTARIAL SEAL)

Maria M. Garjion  
NOTARY PUBLIC, State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Dec. 15, 1987  
Bonded thru Troy Fain Insurance, Inc.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this  
20th day of October, 1986, by WAYNE G. SANBORN, as  
President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation,  
Venturer, and J. RICHARD DREGGORS, as President of DREGGORS CONSTRUC-  
TION, INC., a Florida Corporation, venturer, on behalf of each  
respective corporation as a general partner and on behalf of the  
partnership and joint venture.

(NOTARIAL SEAL)

Maria M. Garjion  
NOTARY PUBLIC, State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Dec. 15, 1987  
Bonded thru Troy Fain Insurance, Inc.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me this  
20th day of October, 1986 by WAYNE G. SANBORN,  
President of BRANDYWINE ENTERPRISES, INC., a Florida corporation on  
behalf of said corporation.

This instrument prepared by:  
ROBERT F. APGAR, ESQ.  
P.O. Box 3010  
DeLand, Florida 32723-3010

EIGHTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby amend the Declaration of Condominium recorded at Official Records Book 2409, Pages 987 through 1003, Public Records of Volusia County, Florida, as subsequently amended in Official Records Book 2449, Pages 1302 through 1304, as subsequently amended in Official Records Book 2459, Pages 1839 through 1841, as subsequently amended in Official Records Book 2487, Page 752, as subsequently amended in Official Records Book 2629, Page 378, as subsequently amended in Official Records Book 2638, Page 1810, as subsequently amended in Official Records Book 2706, Page 0665, and as subsequently amended in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida, for the purpose of providing a new survey certifying the completion of additional units in the condominium.

This Amendment is authorized by Florida Statute 718.104, and is authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to herein is amended by the undersigned as follows:

(1) Exhibit "1" attached hereto is added to the Declaration of Condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in full substitution of that survey contained in the Declaration which survey was recorded in Official Records Book 2407, Page 1013; that survey contained in the first amendment recorded at Official Records Book 2449, Page 1304, Public Records of Volusia County, Florida; that survey contained in the second amendment recorded in Official Records Book 2459, Page 1841, Public Records of Volusia County, Florida; that survey contained in the Third amendment recorded in Official Records Book 2487, Page 754, that survey contained in the Fourth Amendment recorded in Official Records Book 2629, Page 0380, and that survey contained in Official Records Book 2638, Page 1812, Public Records of Volusia County, Florida. This Amendment is made for the purpose of certifying the completion of the units reflected on the attached Exhibit "1" and the certification contained therein.

(2) In all other respects, the Declaration of Condominium for BRANDYWINE VILLAGE is hereby ratified, republished and confirmed by the undersigned as first made.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed this 16<sup>th</sup> day of December, 1986.

Witnesses

BRANDYWINE VILLAGE ASSOCIATES

BY: BRANDYWINE ENTERPRISES, INC.

By: [Signature]  
President, Venturer

(CORPORATE SEAL)

BY: DREGGORS CONSTRUCTION, INC.

By: [Signature]  
Vice-President, Venturer

(CORPORATE SEAL)

BRANDYWINE ENTERPRISES, INC.

By: [Signature]  
President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this 16<sup>th</sup> day of December, 1986, by WAYNE G. SANBORN, as President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation, partner, and CHYREL R. DREGGORS as Vice-President of DREGGORS CONSTRUCTION, INC., a Florida Corporation, partner, on behalf of each respective corporation as a general partner and on behalf of the partnership and joint venture.

(NOTARIAL SEAL)

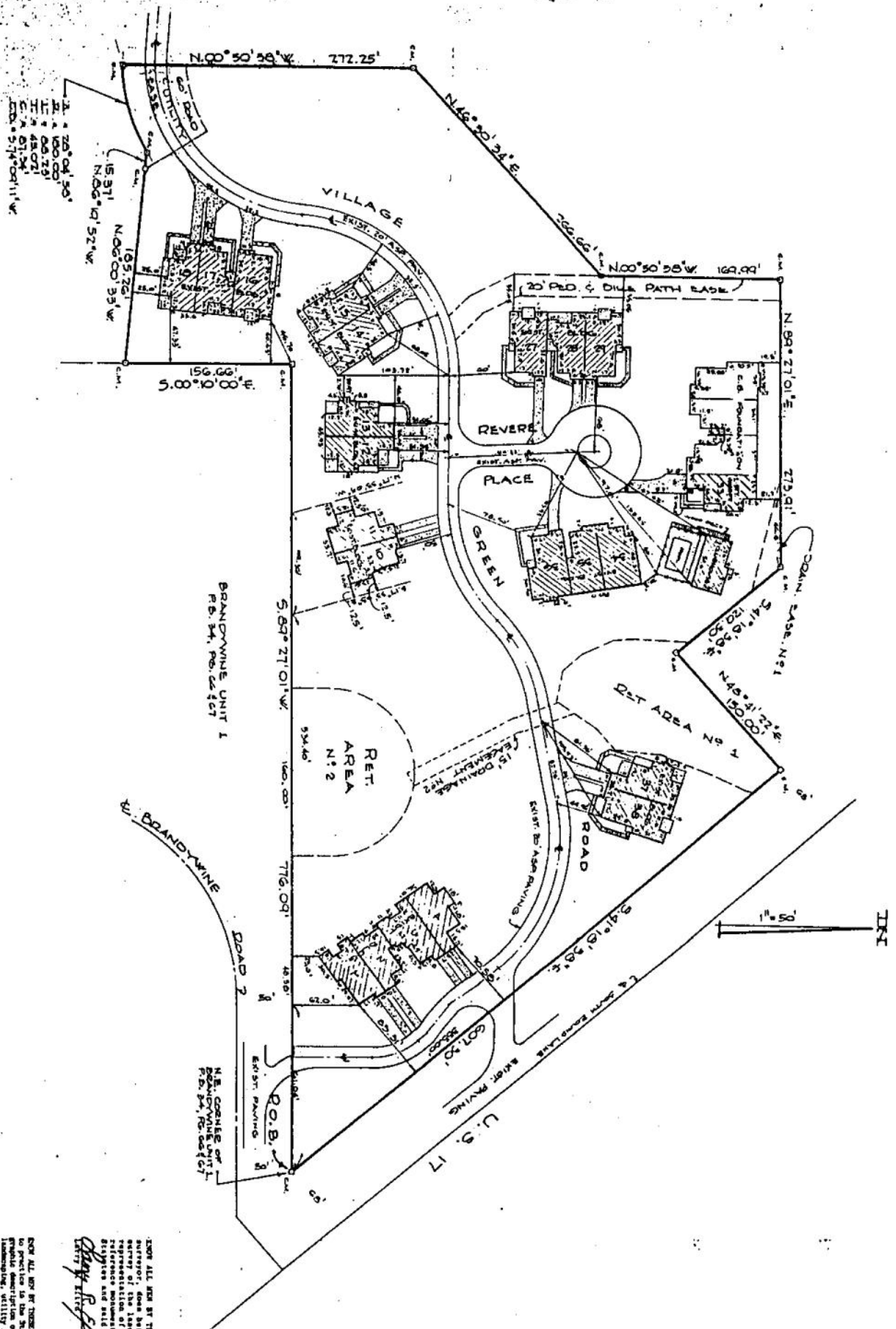
[Signature]  
NOTARY PUBLIC, State of FloridaMy Commission Expires: 2-8-88STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me this 16<sup>th</sup> day of December, 1986 by WAYNE G. SANBORN, President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation on behalf of said corporation.

(NOTARIAL SEAL)

[Signature]  
NOTARY PUBLIC, State of FloridaMy Commission Expires: 2-8-88

BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA



• BRANDYWINE VILLAGE •

A CONDOMINIUM

**For complete  
A Condensate  
A Condensate**

29450268

BOOK PAGE  
VOLUSIA COUNTYThis instrument prepared by:  
ROBERT F. APGAR, ESQ.  
P.O. Box 3010  
DeLand, Florida 32723-3010

026258

FILED FOR RECORD  
RECORD VERIFIED

MAR 2 1 09 PM '87

CLY. L. LINDSTROM  
CLERK OF CIRCUIT COURT  
VOLUSIA COUNTY, FLORIDANINTH AMENDMENT, TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby amend the Declaration of Condominium recorded at Official Records Book 2409, Pages 987 through 1003, Public Records of Volusia County, Florida, as subsequently amended in Official Records Book 2449, Pages 1302 through 1304, as subsequently amended in Official Records Book 2459, Pages 1839 through 1841, as subsequently amended in Official Records Book 2487, Page 752, as subsequently amended in Official Records Book 2629, Page 378, as subsequently amended in Official Records Book 2638, Page 1810, as subsequently amended in Official Records Book 2706, Page 0665, as subsequently amended in Official Records Book 2910, Page 1450, and as subsequently amended in Official Records Book 2912, Page 769, Public Records of Volusia County, Florida, for the purpose of providing a new survey certifying the completion of additional units in the condominium.

This Amendment is authorized by Florida Statute 718.104, and is authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to herein is amended by the undersigned as follows:

(1) Exhibit "1" attached hereto is added to the Declaration of Condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in full substitution of that survey contained in the Declaration which survey was recorded in Official Records Book 2407, Page 1013; that survey recorded in Official Records Book 2449, Page 1304; that survey recorded in Official Records Book 2459, Page 1841; that survey recorded in Official Records Book 2487, Page 754, that survey recorded in Official Records Book 2629, Page 0380, that survey recorded in Official Records Book 2638, Page 1812, and that survey recorded in Official Records Book 2912, Page 769, Public Records of Volusia County, Florida. This Amendment is made for the purpose of certifying the completion of the units reflected on the attached Exhibit "1" and the certification contained therein.

(2) In all other respects, the Declaration of Condominium for BRANDYWINE VILLAGE is hereby ratified, republished and confirmed by the undersigned as first made.

2945069

BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed this 27<sup>th</sup> day of February, 1987.

Witnesses

BRANDYWINE VILLAGE ASSOCIATES

BY: BRANDYWINE ENTERPRISES, INC.

By: [Signature]  
President, Venturer

(CORPORATE SEAL)

BY: DREGGORS CONSTRUCTION, INC.

By: [Signature]  
Vice-President, Venturer

(CORPORATE SEAL)

BRANDYWINE ENTERPRISES, INC.

By: [Signature]  
President

(CORPORATE SEAL)

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this 27<sup>th</sup> day of February, 1987, by WAYNE G. SANBORN, as President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation, partner, and CHYREL R. DREGGORS as Vice-President of DREGGORS CONSTRUCTION, INC., a Florida Corporation, partner, on behalf of each respective corporation as a general partner and on behalf of the partnership and joint venture.

(NOTARIAL SEAL)

[Signature]  
NOTARY PUBLIC, State of Florida

My Commission Expires: 2-8-88

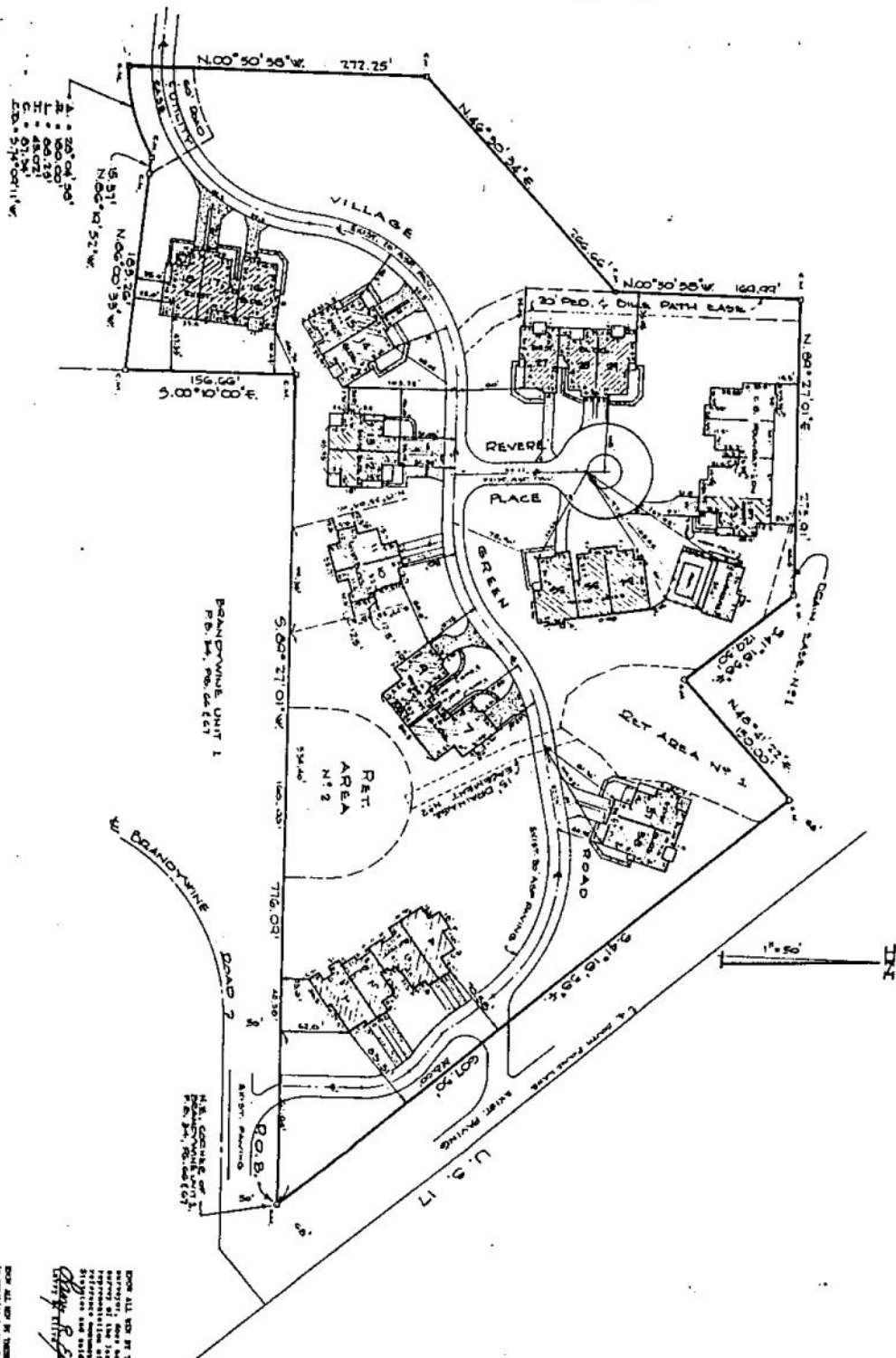
STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me this 27<sup>th</sup> day of February, 1987 by WAYNE G. SANBORN, President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation on behalf of said corporation.

(NOTARIAL SEAL)

[Signature]  
NOTARY PUBLIC, State of Florida

My Commission Expires: 2-8-88



• BRANDYWINE VILLAGE •  
A CONDOMINIUM

For comparing legal description of Boundary Village, A Condominium, refer to "Exhibit A," A Declaration of a Condominium.

[illegible]

DOON ALL USE BY TRUST PATIENTS. That the undersigned is acting a representative; does hereby certify that on 1-18-68 he employed James E. Doon as a representative of the Florida Bar the foregoing fact, that said fact is a reference memorandum have been placed herein as required by this provision of the Florida Bar. That said fact is located in Volusia County, Florida. Dated 1-18-68

James E. Doon  
Atty. Atty. Reg. No. 20223

Condition of Survey

Date 2.27.87

SURVE  
for  
BRANDYNE  
12-15-02  
12-20-02

30720770

BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

THIS INSTRUMENT PREPARED BY:  
ROBERT F. APGAR, ESQ.  
P.O. BOX 3010  
DeLand, Fl. 32723-3010

TENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby amend the Declaration of Condominium recorded at Official Records Book 2409, Pages 987 through 1003, Public Records of Volusia County, Florida, as subsequently amended in Official Records Book 2449, Pages 1302 through 1304, as subsequently amended in Official Records Book 2459, Pages 1839 through 1841, as subsequently amended in Official Records Book 2487, Page 752, as subsequently amended in Official Records Book 2629, Page 378, as subsequently amended in Official Records Book 2638, Page 1810, as subsequently amended in Official Records Book 2706, Page 0665, as subsequently amended in Official Records Book 2910, Page 1450, as subsequently amended in Official Records Book 2912, Page 0769, and as subsequently amended in Official Records Book 2945, Page 0268, Public Records of Volusia County, Florida, for the purpose of providing a new survey certifying the completion of additional units in the condominium.

This Amendment is authorized by Florida Statute 718.104, and is authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to herein is amended by the undersigned as follows:

(1) Exhibit "1" attached hereto is added to the Declaration of Condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in full substitution of that survey contained in the Declaration which survey was recorded in Official Records Book 2407, Page 1013; that survey recorded in Official Records Book 2449, Page 1304; that survey recorded in Official Records Book 2459, Page 1841; that survey recorded in Official Records Book 2487, Page 0754; that survey recorded in Official Records Book 2629, Page 0378, that survey recorded in Official Records Book 2638, Page 1812,, that survey recorded in Official Records Book 2912. Page 0771, that survey recorded in Official Records Book 2945, Page 0270, Public Records of Volusia County, Florida. This Amendment is made for the purpose of certifying the completion of the units reflected on the attached Exhibit "1" and the certification contained therein.

(2) In all other respects, the Declaration of condominium for BRANDYWINE VILLAGE is hereby ratified, republished and confirmed by the undersigned as first made.

3072077'

IN WITNESS WHEREOF, the undersigned <sup>PAGE</sup> caused these presents to be signed and sealed this 14<sup>th</sup> day of December, 1987.

Witnesses

BRANDYWINE VILLAGE ASSOCIATES

BY: BRANDYWINE ENTERPRISES, INC.

By: Wayne G. Sanborn  
President, Venturer

(CORPORATE SEAL)

BY: DREGGORS CONSTRUCTION, INC.

By: Chyrel R. Dreggors  
Vice-President, Venturer

(CORPORATE SEAL)

BRANDYWINE ENTERPRISES, INC.

By: Wayne G. Sanborn  
President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this 14<sup>th</sup> day of December, 1987, by WAYNE G. SANBORN, as President of BRANDYWINE ENTERPRISES, INC., a Florida corporation, partner, and CHYREL R. DREGGORS as Vice-President of DREGGORS CONSTRUCTION, INC., a Florida corporation as a general partner and on behalf of the partnership and joint venture.

(NOTARIAL SEAL)

Julene S. Pearson  
NOTARY PUBLIC, State of Florida

My Commission Expires: 2-8-88

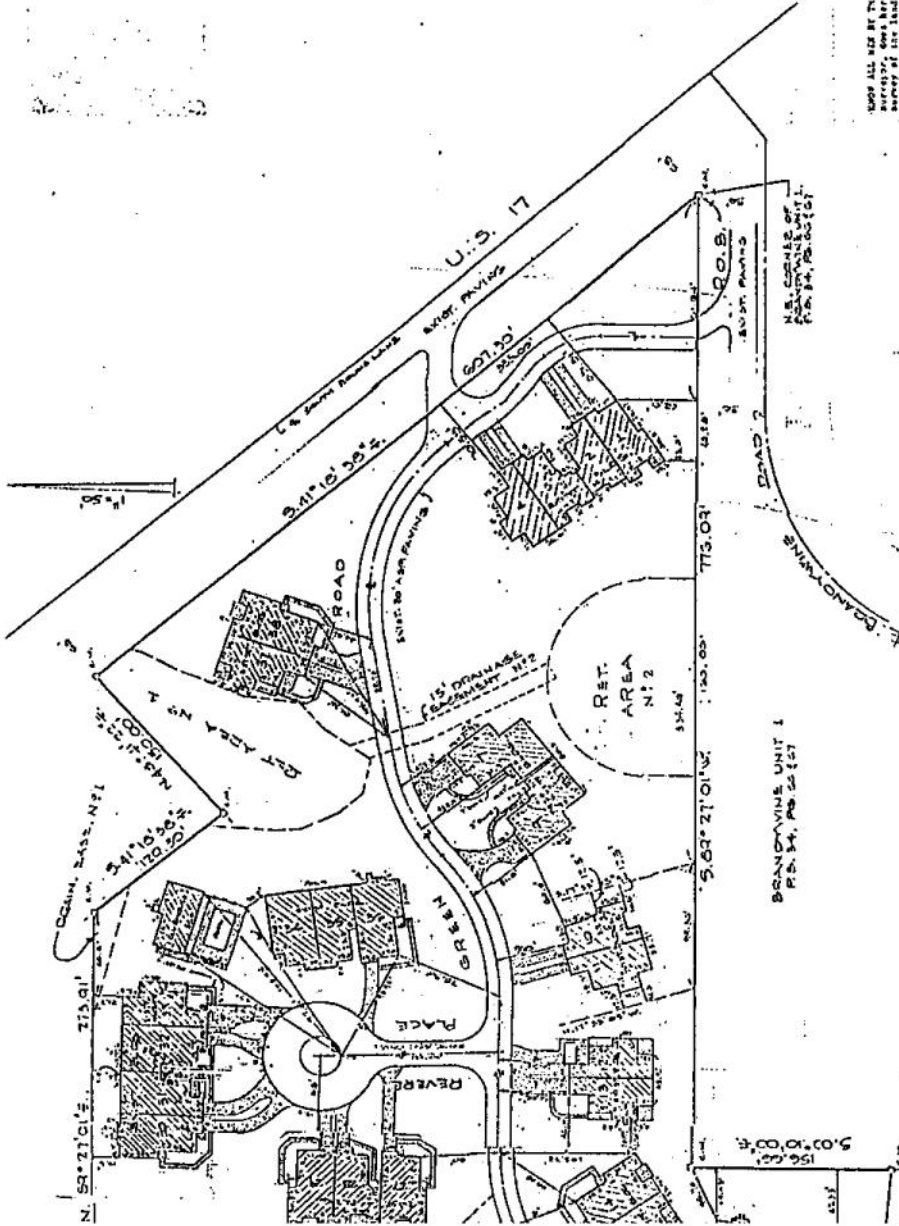
STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me this 14<sup>th</sup> day of December, 1987, by WAYNE G. SANBORN, President of BRANDYWINE ENTERPRISES, INC., a Florida corporation on behalf of said corporation.

(NOTARIAL SEAL)

Julene S. Pearson  
NOTARY PUBLIC, State of Florida

My Commission expires: 2-8-88



**CERTIFICATE OF RECORD**  
 I, the undersigned, being a registered land surveyor in the State of Florida, do hereby certify that the foregoing plat, map, plan or diagram is a true and correct copy of the original as the same appears in my records and is in accordance with the provisions of the laws of the State of Florida relating to the recording of such documents. I further certify that the same have been duly recorded in the public records of Volusia County, Florida, in Book 30720772, Page 1.

**DEED OF CONVEYANCE**  
 I, the undersigned, being a registered land surveyor in the State of Florida, do hereby certify that the foregoing plat, map, plan or diagram is a true and correct copy of the original as the same appears in my records and is in accordance with the provisions of the laws of the State of Florida relating to the recording of such documents. I further certify that the same have been duly recorded in the public records of Volusia County, Florida, in Book 30720772, Page 1.

For complete legal description of Brandywine Village, a Condominium, refer to Exhibit A, a Declaration of Condominium.

SURVEY for	
BRANDYWINE VILLAGE	
DATE OF SURVEY	12-11-97
DATE OF RECORD	12-11-97
BOOK	30720772
PAGE	1
VOLUSIA COUNTY, FLORIDA	

BRANDYWINE VILLAGE  
 A CONDOMINIUM

146035

63 NOV 15 AM 10:46

This Instrument was Prepared By:  
Robert F. Apgar, Esq.  
Post Office Box 3010  
DeLand, Florida 32723-3010

ELEVENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, by its undersigned President and Secretary hereby certify that the following Amendments to the Declaration of Condominium were made by BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC. Further, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby consent to and join in the amendments made by BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., as the amendments are set forth below. The undersigned acknowledge and agree that the amendments set forth below were for the benefit of BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., BRANDYWINE VILLAGE ASSOCIATES and BRANDYWINE ENTERPRISES, INC. and the amendments so adopted are authorized by the terms of the Declaration of Condominium.

1. The Declaration of Condominium for Brandywine Village, a condominium was recorded on December 17, 1982, in Official Records Book 2409, Page 987, and subsequently amended by instruments recorded in Official Records Book 2449, Page 1302, Official Records Book 2459, Page 1839, Official Records Book 2487, Page 752, Official Records Book 2629, Page 378, Official Records Book 2638, Page 1810, Official Records Book 2706, Page 665, Official Records Book 2910, Page 1450, Official Records Book 2912, Page 769, Official Records Book 2945, Page 268 and Official Records Book 3072, Page 770, Public Records of Volusia County, Florida.

2. Paragraphs 16.1 through 16.8 of the Declaration of Condominium provide for the amendment of the Declaration upon the required affirmative vote of owners as specified therein. Further, the referenced paragraphs permit certain amendments to be made by the Developer and reserve unto the Developer the right to make certain amendments under terms as specified therein. As of this date, the Developer has not closed on the sale of 75% of the units in the condominium. Further, Paragraph 3.2 of the Declaration of Condominium permits the Developer to alter the unit plans.

3. On MAY 17, 1988, 1988, at a special meeting of unit owners, at which a quorum was present and which was called pursuant to duly given notice wherein the full text of the proposed amendment was set forth, the unit owners amended the Declaration of Condominium as set forth herein upon the required affirmative vote necessary to approve such amendments. The amendments were to be effective immediately upon adoption and recordation of this Amendment. The proposed amendments were first duly adopted by the Board of Directors as required under the Declaration of Condominium. The Amendments duly adopted are as follows:

(A) Paragraph 3.1 Development Plan is amended to modify Paragraph A thereof as follows:

A. Survey, Plot Plan and Floor Plan

the improvements to be constructed on the property contained in Exhibit "C" to the Declaration of Condominium and in the Seventh Amendment to the Declaration recorded in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida, are amended to add a new Floor Plan, which additional Floor Plan is attached to this Amendment as Exhibit "2". After this amendment, there are six Floor Plans for the condominium units.

(B) The first two sentences of Paragraph 4.3 of the Declaration of Condominium (as the same was amended in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida) are deleted and in its place the following three sentences are added:

The share or percentage of ownership in the common elements attributable to Units 1 through 4 and Units 10 through 38 is an undivided 1/38th interest in the common elements for each unit set forth in this sentence. The share or percentage of ownership in the common elements attributable to Unit 5 only is an undivided 1/19th interest in the common elements. The share or percentage of ownership in the common elements attributable to Unit 7 and to Unit 9 is an undivided 3/76th interest in the common elements for each of Units 7 and 9.

(C) The first sentence of Paragraph 4.5 of the Declaration of Condominium (as the same was amended in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida) is amended to read as follows:

Appurtenant to Units 1 through 4 and Units 10 through 38 is an undivided 1/38th interest in any common surplus, appurtenant to Unit 5 is an undivided 1/19th interest in any common surplus and appurtenant to Units 7 and 9 is an undivided 3/76th interest in any common surplus and where there is more than one owner of a unit, the percentage or fractional ownership of such owners in the common surplus appurtenant to their units shall be divided among the collective owners of such unit in the same proportions as the respective interest in their unit.

(D) The first sentence of Paragraph 8.4 of the Declaration of Condominium (as the same was amended in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida) is amended to read as follows:

The maximum number of votes for the condominium is 36.

(E) Paragraph 9.1., Assessments, of the Declaration of Condominium (as the same was amended in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida) is modified in its entirety to read as follows:

To perform and carry out the duties and obligations of the Association, the Association has been and hereby is granted the power to levy and enforce the collection of such assessments as are necessary to perform those duties and obligations as are in the Declaration and elsewhere expressly or impliedly.

expenses, that the owner of Unit 5 shall be liable for a 1/19th share of the common expenses and that each owner of Units 7 and 9 shall be liable for a 3/76th share of the common expenses. The establishment, collection and enforceability of such assessments shall be pursuant to the By-Laws of the Association subject to the provisions set forth herein. As to regular and special assessments for Units 7 and 9, any such assessment for each of Units 7 and 9 shall always be 1 1/2 times greater than the regular or special assessment for any other unit in the condominium, except for Unit 5 which shall be as set forth in the next sentence. As to regular and special assessments for Unit 5, any such assessments shall always be 2 times greater than the regular or special assessment for Units 1 - 4 and Units 10 - 38 of the condominium. As of this date, the Developer and Brandywine Enterprises are the only persons with an interest in the property on which Unit 5 shall be constructed. By their joinder in this Amendment, they, their successors in interest and assigns shall at all times own Unit 5 subject to the provisions of this instrument requiring them to pay the greater share in the common expenses of the Association as set forth herein.

(F) The following sentences are amended at the end of Paragraph 9.4 of the Declaration of Condominium as the same was amended in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida.

As of the date of this amendment, the regular assessment for Units 1 through 4 and Units 10 through 38 is \$120.00 per month or \$1,440.00 annually and the regular assessments for Units 7 and 9 is \$180.00 per month or \$2,160.00 annually. Effective with this amendment, the monthly assessment to become due hereafter for Unit 5 shall be \$240.00 per month or \$2,880.00 annually for Unit 5. Hereafter, the proportionate share in common expenses of Units 1 through 4 and Units 10 through 38 shall be 1/38th for each unit, the proportionate share in the common expenses for Unit 5 is 1/19th regardless of the manner in which title is acquired to Unit 5, and the proportionate share in the common expenses for Units 7 and 9 shall be 3/76ths regardless of the manner in which title is acquired to Units 7 and 9.

In all other respects, the Declaration of Condominium for Brandywine Village, a condominium is hereby ratified, republished and confirmed by the signatories hereto as first made subject to the previous amendments referred to herein.

IN WITNESS WHEREOF, the President and Secretary of BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., have hereunto set their hands and seals to this certificate this 10<sup>th</sup> day of November, 1988, and have caused this instrument to be recorded in the Public Records of Volusia County, Florida, and the Developer and Brandywine Enterprises, Inc., have caused these presents to be signed and sealed under proper authority this 10<sup>th</sup> day of November, 1988.

322. 1834

VOLUSIA CO. FL

Attest:

Secretary

Beatrice M. Wood  
Samantha E. Quirk

BRANDYWINE VILLAGE ASSOCIATES, a  
 Florida joint venture

By: BRANDYWINE ENTERPRISES, INC.,  
 a Florida corporation

By:

Wayne G. Sanborn  
 WAYNE G. SANBORN,  
 President, Venturer

(CORPORATE SEAL)

Marie M. Garjian  
Julie A. Gagnon

DREGGORS CONSTRUCTION COMPANY,  
 INC.

By:

Chyrel R. Dreggors  
 CHYREL R. DREGGORS  
 Vice-President,  
 Venturer

(CORPORATE SEAL)

Marie M. Garjian  
Julie A. Gagnon

BRANDYWINE ENTERPRISES, INC., a  
 Florida corporation

By:

Wayne G. Sanborn  
 WAYNE G. SANBORN, President

(CORPORATE SEAL)

Marie M. Garjian  
Julie A. Gagnon

STATE OF FLORIDA  
 COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this  
10<sup>th</sup> day of November, 1988, by Charles K. Brown Jr.  
Secretary of BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., as  
 Secretary of BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., on  
 behalf of said corporation.

WITNESS, my hand and official seal in the County and State  
 last aforesaid this 10<sup>th</sup> day of November, 1988.

Marie M. Garjian

3221 835

STATE OF FLORIDA  
COUNTY OF VOLUSIA

VOLUSIA CO. FL

THE FOREGOING instrument was acknowledged before me on this 10<sup>th</sup> day of November, 1988, by WAYNE G. SANBORN, as President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation, Venturer, and CHYREL R. DREGGORS, as Vice-President of DREGGORS CONSTRUCTION, INC., a Florida Corporation, venturer, on behalf of each respective corporation as a general partner and on behalf of the partnership and joint venture.

WITNESS, my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of November, 1988.

(NOTARIAL SEAL)

Marie M. Garjean  
NOTARY PUBLIC, State of Florida

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Notary Public, State of Florida  
My Commission Expires Dec. 16, 1991  
Bonded Thru Troy Fain - Insurance Inc.

THE FOREGOING instrument was acknowledged before me this 10<sup>th</sup> day of November, 1988 by WAYNE G. SANBORN, President of BRANDYWINE ENTERPRISES, INC., a Florida corporation on behalf of said corporation.

WITNESS, my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of November, 1988.

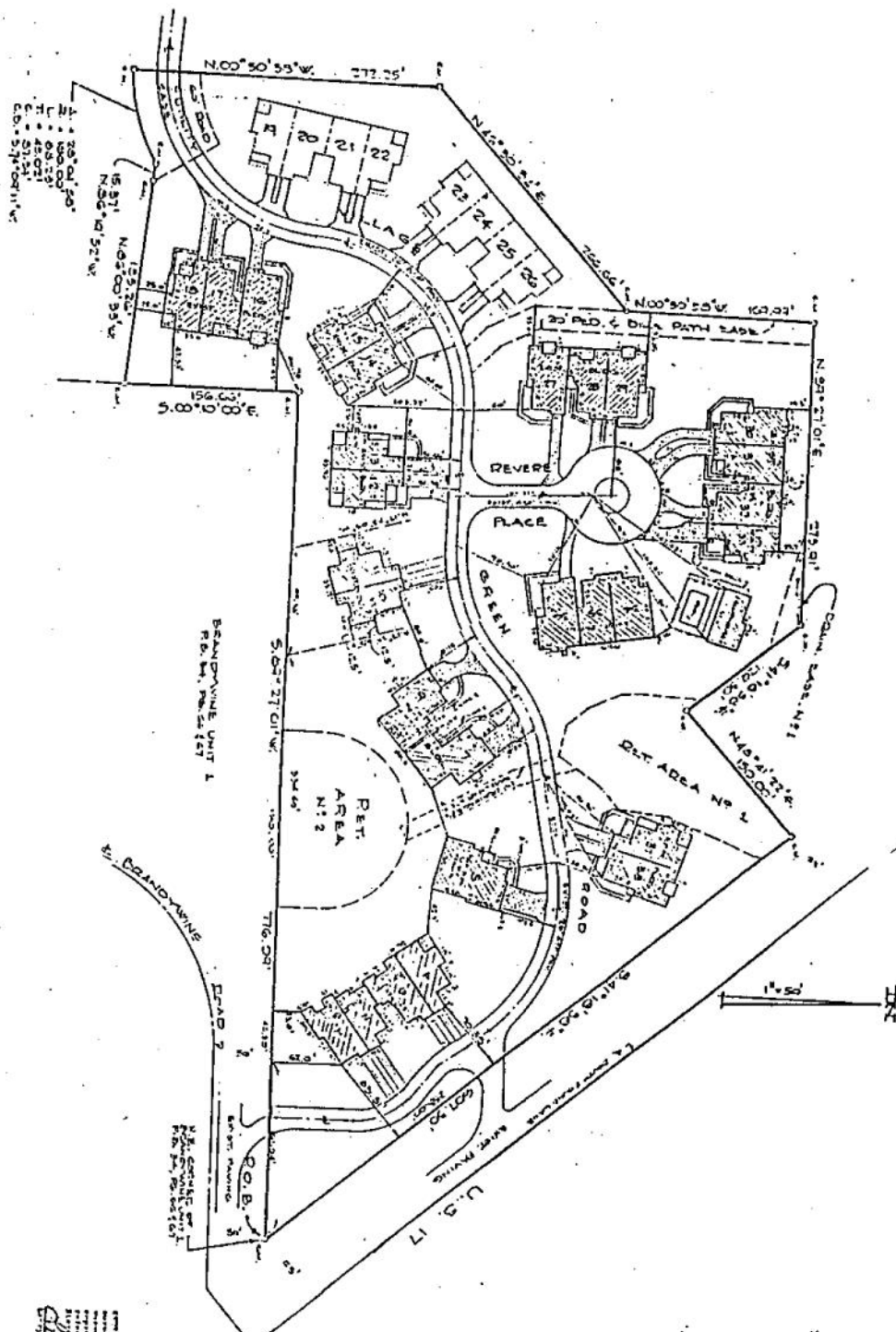
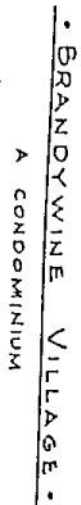
(NOTARIAL SEAL)

Marie M. Garjean  
NOTARY PUBLIC, State of Florida

My Commission Expires:

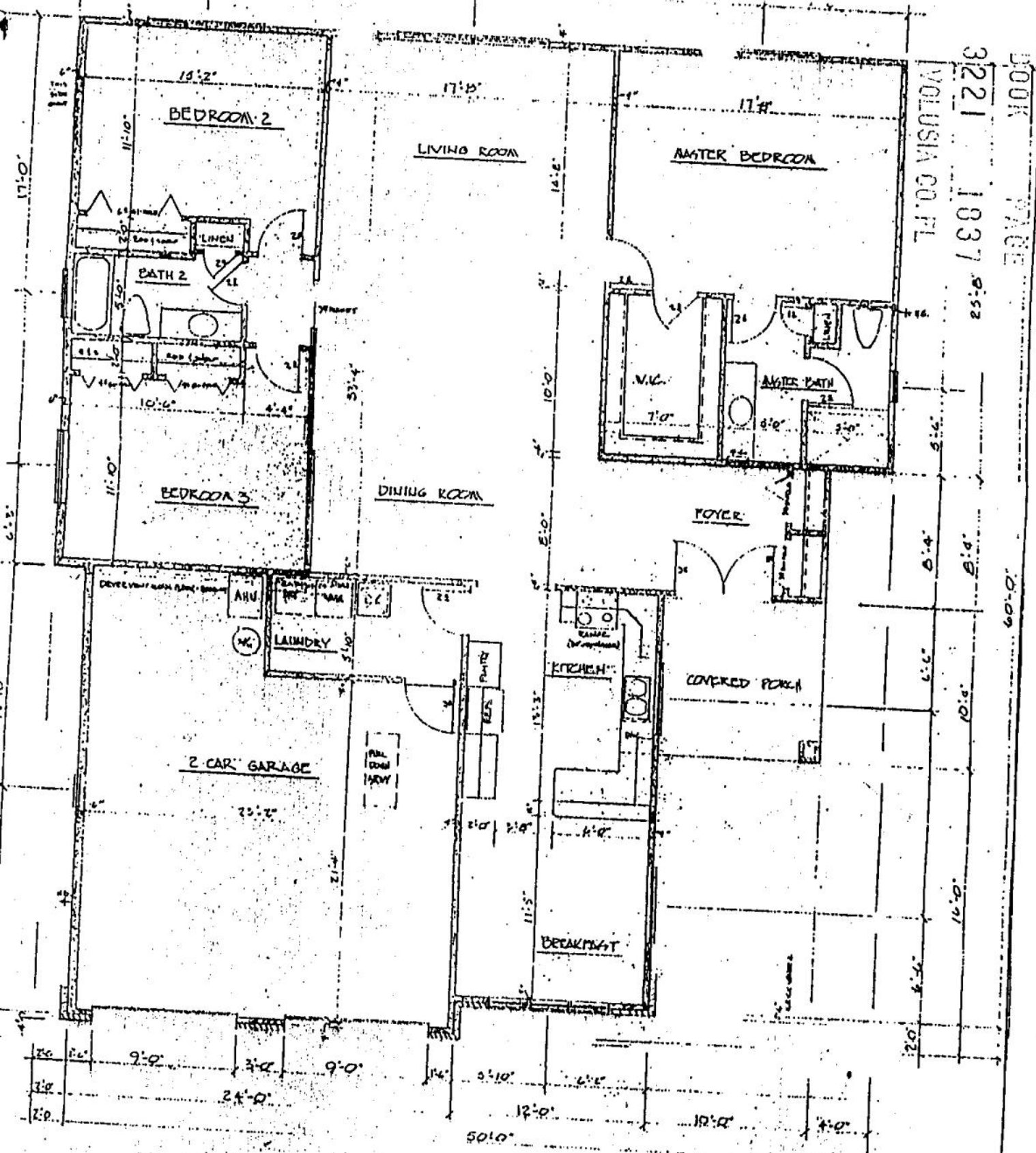
Notary Public, State of Florida  
My Commission Expires Dec. 16, 1991  
Bonded Thru Troy Fain - Insurance Inc.

EXHIBIT "1"



SECTION 29, T. 16 S., R. 30 E., VOLusia COUNTY, FLA.

John R.



FLOOR PLAN

SCALE: 1/4" = 1'-0"

AREA CALCULATIONS

LIVING AREA	2136 SQ. FT.
COVERED PORCH	103 SQ. FT.
GARAGE	583 SQ. FT.

146576

80 NOV 16 AM 9:27

THIS INSTRUMENT PREPARED BY:  
Robert F. Appgar, Esq.  
P. O. Box 3010  
DeLand, FL 32723-3010TWELFTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby amend the Declaration of Condominium recorded at Official Records Book 2409, Pages 987 through 1003, Public Records of Volusia County, Florida, as subsequently amended in Official Records Book 2449, Pages 1302 through 1304, as subsequently amended in Official Records Book 2459, Pages 1839 through 1841, as subsequently amended in Official Records Book 2487, Page 752, as subsequently amended in Official Records Book 2629, Page 378, as subsequently amended in Official Records Book 2638, Page 1810, as subsequently amended in Official Records Book 2706, Page 0665, as subsequently amended in Official Records Book 2910, Page 1450, as subsequently amended in Official Records Book 2912, Page 769, as subsequently amended in Official Records Book 2945, Page 0268, as subsequently amended in Official Records Book 3072, Page 0770, and subsequently amended in Official Records Book 3221, Page 1831, Public Records of Volusia County, Florida, for the purpose of providing a new survey certifying the completion of additional units in the condominium.

This Amendment is authorized by Florida Statute 718.104, and is authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to herein is amended by the undersigned as follows:

(1) Exhibit "1" attached hereto is added to the Declaration of Condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in full substitution of that survey contained in the Declaration which survey was recorded in Official Records Book 2407, Page 1013; that survey recorded in Official Records Book 2449, Page 1304; that survey recorded in Official Records Book 2459, Page 1841; that survey recorded in Official Records Book 2487, Page 754, that survey recorded in Official Records Book 2629, Page 0380, that survey recorded in Official Records Book 2638, Page 1812, that survey recorded in Official Records Book 2912, Page 771, that survey recorded in Official Records Book 2945, Page 0270, that survey recorded in Official Records Book 3072, Page 0772, and that survey recorded in Official Records Book 3221, Page 1836, Public Records of Volusia County, Florida. This Amendment is made for the purpose of certifying the completion of the units reflected on the attached Exhibit "1" and the certification contained therein.

(2) In all other respects, the Declaration of Condominium for BRANDYWINE VILLAGE is hereby ratified, republished and confirmed by the undersigned as first made.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed this 10th day of November, 1980.

VOLUSIA CO. FL

BY: DREGGORS CONSTRUCTION, INC.

By: Chyrel R. Dreggors  
Vice President, Venturer

(CORPORATE SEAL)

BRANDYWINE ENTERPRISES, INC.

By: Wayne G. Sanborn  
President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this 10th day of November, 1988, by WAYNE G. SANBORN, as President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation, partner, and Chyrel R. Dreggors as Vice-President of DREGGORS CONSTRUCTION, INC., a Florida Corporation, partner, on behalf of each respective corporation as a general partner and on behalf of the partnership and joint venture.

(NOTARIAL SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Marie M. Garjian  
NOTARY PUBLIC, State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Dec. 16, 1991  
Bonded thru Fidelity Insurance Inc.

THE FOREGOING instrument was acknowledged before me this 10th day of November, 1988, by WAYNE G. SANBORN, President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation on behalf of said corporation.

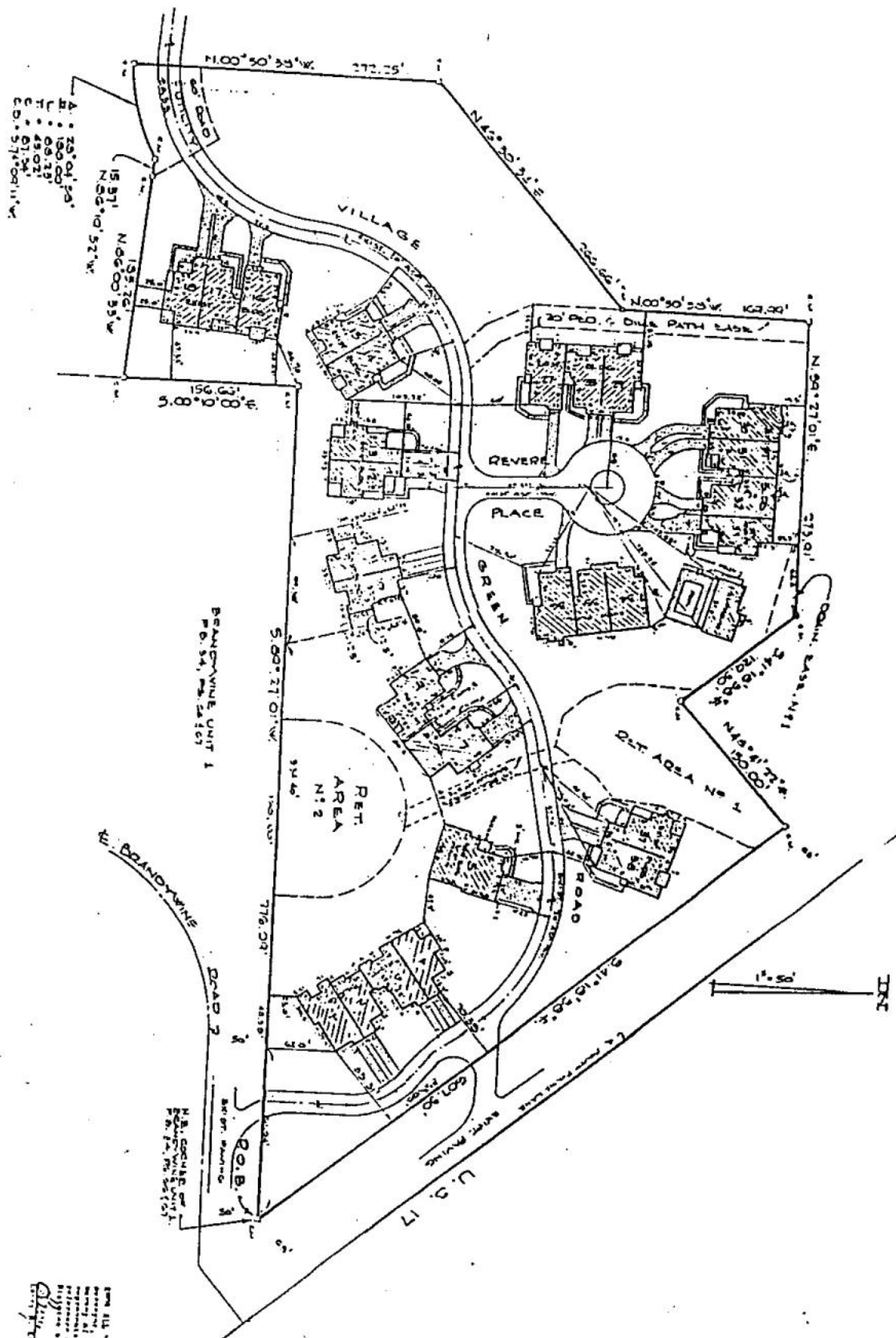
(NOTARIAL SEAL)

Marie M. Garjian  
NOTARY PUBLIC, State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Dec. 16, 1991  
Bonded thru Fidelity Insurance Inc.

EXHIBIT "1"



BRANDYWINE VILLAGE.

SECTION 29, T. 16 S., R. 30 E., VOLUSIA COUNTY, FLA.

1" = 50'

ALL RIGHTS RESERVED  
 BY  
 THE  
 SURVEYOR  
 OF  
 VOLUSIA COUNTY, FLA.  
 1981

89 APR -5 AM 8:12

THIS INSTRUMENT PREPARED BY:  
Patrick W. Gillen, Esq.  
P. O. Box 3010  
DeLand, FL 32723-3010

THIRTEENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby amend the Declaration of Condominium recorded at Official Records Book 2409, Pages 987 through 1033, Public Records of Volusia County, Florida, as subsequently amended in Official Records Book 2449, Pages 1302 through 1304, as subsequently amended in Official Records Book 2459, Pages 1839 through 1841, as subsequently amended in Official Records Book 2487, Page 752, as subsequently amended in Official Records Book 2629, Page 378, as subsequently amended in Official Records Book 2638, Page 1810, as subsequently amended in Official Records Book 2706, Page 0665, as subsequently amended in Official Records Book 2910, Page 1450, as subsequently amended in Official Records Book 2912, Page 769, as subsequently amended in Official Records Book 2945, Page 0268, as subsequently amended in Official Records Book 3072, Page 0770, and subsequently amended in Official Records Book 3221, Page 1831, and subsequently amended in Official Records Book 3222, Page 875, Public Records of Volusia County, Florida.

This Amendment is authorized by Florida Statute 718.104, and is authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to herein is amended by the undersigned as follows:

(1) Exhibit "1" attached hereto is added to the Declaration of Condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in full substitution of that survey contained in the Declaration which survey was recorded in Official Records Book 2409, Page 1013; that survey recorded in Official Records Book 2449, Page 1304; that survey recorded in Official Records Book 2459, Page 1841; that survey recorded in Official Records Book 2487, Page 754, that survey recorded in Official Records Book 2629, Page 0380, that survey recorded in Official Records Book 2638, Page 1812, that survey recorded in Official Records Book 2912, Page 771, that survey recorded in Official Records Book 2945, Page 0270, that survey recorded in Official Records Book 3072, Page 0772, that survey recorded in Official Records Book 3221, Page 1836, and that survey recorded in Official Records Book 3222, Page 877, Public Records of Volusia County, Florida. This Amendment is made for the purpose of certifying the completion of the units reflected on the attached Exhibit "1" and the certification contained therein.

(2) In all other respects, the Declaration of Condominium for BRANDYWINE VILLAGE is hereby ratified, republished and confirmed by the undersigned as first made.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed this 4th day of April, 1989.

3284

209

VOLUSIA CO. FL

BY: DREGGORS CONSTRUCTION, INC.

By: Cheryl R. Dreggors  
Vice President, Venturer

(CORPORATE SEAL)

BRANDYWINE ENTERPRISES, INC.

By: Wayne G. Sanborn  
President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

4<sup>th</sup> THE FOREGOING instrument was acknowledged before me on this  
 day of April, 1989, by WAYNE G. SANBORN, as  
 President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation,  
 partner, and CHYREL R. DREGGORS as Vice President  
 of DREGGORS CONSTRUCTION, INC., a Florida Corporation, partner, on  
 behalf of each respective corporation as a general partner and on  
 behalf of the partnership and joint venture.

(NOTARIAL SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Marie M. Garjian  
 NOTARY PUBLIC, State of Florida

My Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Dec. 16, 1991  
 Bonded Thru Troy Fain - Insurance Inc.

THE FOREGOING instrument was acknowledged before me this 4<sup>th</sup>  
 day of April, 1989, by WAYNE G. SANBORN, Presi-  
 dent of BRANDYWINE ENTERPRISES, INC., a Florida Corporation on  
 behalf of said corporation.

(NOTARIAL SEAL)

Marie M. Garjian  
 NOTARY PUBLIC, State of Florida

My Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Dec. 16, 1991  
 Bonded Thru Troy Fain - Insurance Inc.

3513 09 )

VOLUSIA CO., FL

FILED FOR RECORD  
RECORD VERIFIED

106422

CLERK CIRCUIT COURT  
VOLUSIA CO., FL

90 AUG 23 PM 3:17

This instrument prepared by:  
Robert F. Apgar  
Vice President  
Brandywine Enterprises, Inc.  
345 N. Woodland Blvd., #400  
DeLand, Florida 32720

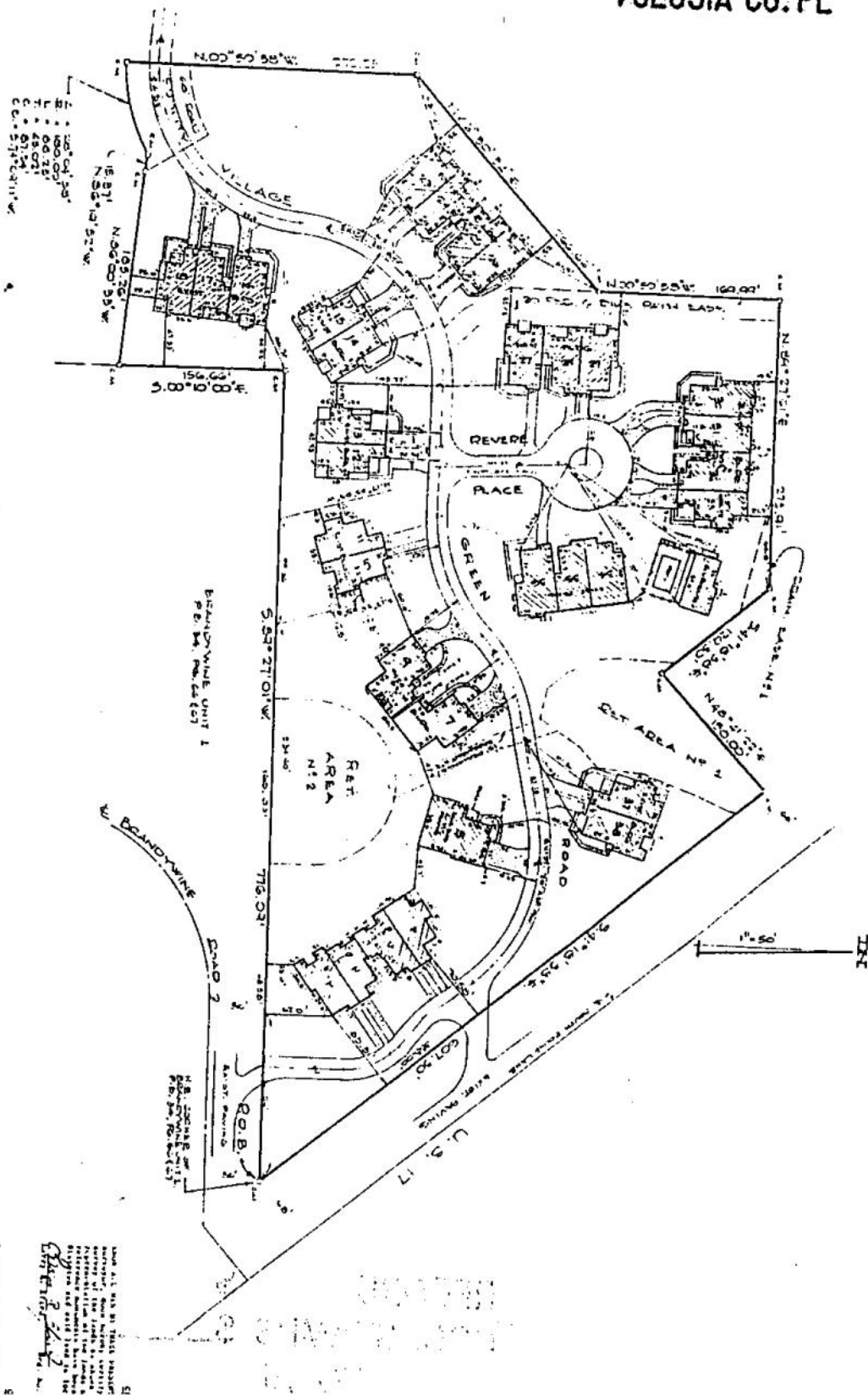
FOURTEENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida corporation, having submitted the property to condominium, hereby amend the Declaration of Condominium recorded in Official Records Book 2409, Pages 987 through 1033, Public Records of Volusia County, Florida, and subsequently amended in Official Records Book 2449, Pages 1302 through 1304, and subsequently amended in Official Records Book 2459, Pages 1839 through 1841, and subsequently amended in Official Records Book 2487, Page 0752, and subsequently amended in Official Records Book 2629, Page 0378, and subsequently amended in Official Records Book 2638, Page 1810, and subsequently amended in Official Records Book 2706, Page 0665, and subsequently amended in Official Records Book 2910, Page 1450, and subsequently amended in Official Records Book 2912, Page 0769, and subsequently amended in Official Records Book 2945, Page 0268, and subsequently amended in Official Records Book 3072, Page 0770, and subsequently amended in Official Records Book 3221, Page 1831, and subsequently amended in Official Records Book 3222, Page 0875, and subsequently amended in Official Records Book 3284, Page 0208, Public Records of Volusia County, Florida.

This Amendment is authorized by Florida Statute 718.104, and is authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to herein is amended by the undersigned as follows:

(1) Exhibit "1" attached hereto is added to the declaration of condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in full substitution of that survey contained in the Declaration which survey was recorded in Official REcords Book 2409, Page 1013; that survey recorded in Official Records Book 2449, Page 1304; that survey recorded in Official Records Book 2459, Page 1841; that survey recorded in Official Records Book 2487, Page 0754; that survey recorded in Official Records Book 2629, Page 0380; that survey recorded in Official Records Book 2638, Page 1812, that survey recorded in Official Records Book 2912, page 0771, that survey recorded in Official Records Book 2945, page 0270, that survey recorded in Official Records Book 3072, page 0772, that survey recorded in Official Records Book 3221, page 1836; that survey recorded in Official Records Book 3222, Page 0877, and that survey recorded in Official Records Book 3284, page 0210, Public Records of Volusia County, Florida. This Amendment is made for the purpose of

• BRANDYWINE VILLAGE •  
A CONDOMINIUM



SECTION 29, T.16S. R.30E. VOLUSIA COUNTY, FLA.

1"=50'

BRANDYWINE VILLAGE, A CONDOMINIUM  
UNIT 1, UNIT 2  
VOLUSIA COUNTY, FLA.

BRANDYWINE VILLAGE, A CONDOMINIUM  
UNIT 1, UNIT 2  
VOLUSIA COUNTY, FLA.

NOTED: ALL AREAS IN THIS PLAN  
ARE SUBJECT TO THE RECORDS OF THE  
COUNTY CLERK, VOLUSIA COUNTY, FLA.  
AND THE RECORDS OF THE  
COUNTY CLERK, VOLUSIA COUNTY, FLA.



IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed this 22<sup>nd</sup> day of August, 1990.

BRANDYWINE VILLAGE ASSOCIATES, a  
Florida joint venture

Witnesses:

Maui M. Garjian  
Aileen I. Pison

BY: BRANDYWINE ENTERPRISES, INC.

By: Wayne G. Sanborn  
Wayne G. Sanborn, President  
(Corporate Seal)

Maui M. Garjian  
Aileen I. Pison

BY: DREGGORS CONSTRUCTION, INC.

By: Chyrel R. Dreggors  
(Corporate Seal)

Maui M. Garjian  
Aileen I. Pison

BRANDYWINE ENTERPRISES, INC.

By: Wayne G. Sanborn  
Wayne G. Sanborn, President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this 22<sup>nd</sup> day of August, 1990, by WAYNE G. SANBORN, as President of BRANDYWINE ENTERPRISES, INC., a Florida corporation, partner, and Chyrel R. Dreggors as Vice-president of DREGGORS CONSTRUCTION, INC., a Florida corporation, partner, on behalf of each respective corporation as a general partner and on behalf of the partnership and joint venture.

(NOTARIAL SEAL)

Aileen I. Pison  
Notary Public, State of Florida

My Commission expires: 2-8-92

STATE OF FLORIDA  
COUNTY OF VOLUSIA

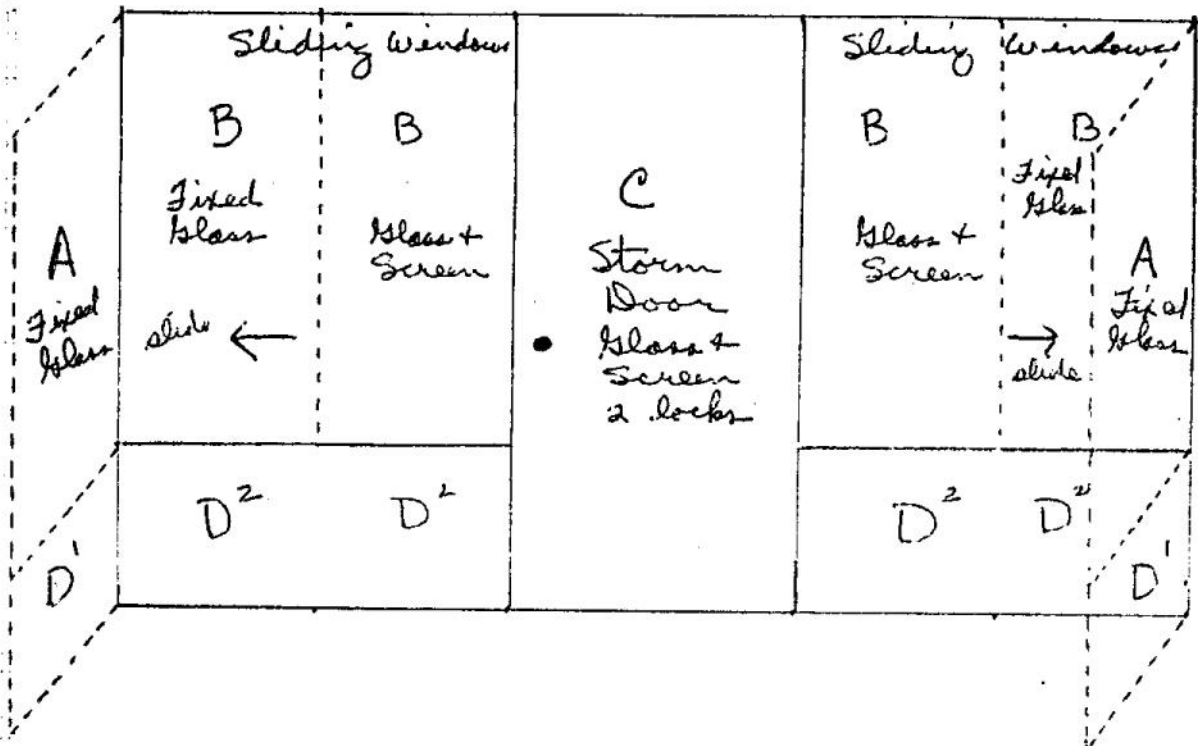
THE FOREGOING instrument was acknowledged before me this 22<sup>nd</sup> day of August, 1990, by WAYNE G. SANBORN, President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation on behalf of said corporation.

(NOTARIAL SEAL)

Aileen I. Pison

John Duden - Unit 27  
2902 Revere PL.

Aluminum + glass porch enclosure:



All glass surfaces are tinted.

A - 12" w x 62" h

B - 51" w x 62" h

C - 36" w x 79" h

D<sup>1</sup> - 12" w x 16" h

D<sup>2</sup> - 51" w x 16" h

} To be covered w/ 8" gray vinyl siding inside + outside

This Instrument was Prepared By:  
Robert F. Apgar, Esq.  
Post Office Box 3010  
DeLand, Florida 32723-3010

ELEVENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, by its undersigned President and Secretary hereby certify that the following Amendments to the Declaration of Condominium were made by BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC. Further, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and and BRANDYWINE ENTERPRISES, INC., a Florida Corporation, having submitted the property to condominium, hereby consent to and join in the Amendments made by BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., as the Amendments are set forth below. The undersigned acknowledge and agree that the amendments set forth below were for the benefit of BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., BRANDYWINE VILLAGE ASSOCIATES and BRANDYWINE ENTERPRISES, INC. and the amendments so adopted are authorized by the terms of the Declaration of Condominium.

1. The Declaration of Condominium for Brandywine Village, a condominium was recorded on December 17, 1982, in Official Records Book 2409, Page 987, and subsequently amended by instruments recorded in Official Records Book 2449, Page 1302, Official Records Book 2459, Page 1839, Official Records Book 2487, Page 752, Official Records Book 2629, Page 378, Official Records Book 2638, Page 1810, Official Records Book 2706, Page 665, Official Records Book 2910, Page 1450, Official Records Book 2912, Page 769, Official Records Book 2945, Page 268 and Official Records Book 3072, Page 770, Public Records of Volusia County, Florida.

2. Paragraphs 16.1 through 16.8 of the Declaration of Condominium provide for the amendment of the Declaration upon the required affirmative vote of owners as specified therein. Further, the referenced paragraphs permit certain amendments to be made by the Developer and reserve unto the Developer the right to make certain amendments under terms as specified therein. As of this date, the Developer has not closed on the sale of 75% of the units in the condominium. Further, Paragraph 3.2 of the Declaration of Condominium permits the Developer to alter the unit plans.

3. On \_\_\_\_\_, 1988, at a special meeting of unit owners, at which a quorum was present and which was called pursuant to duly given notice wherein the full text of the proposed amendment was set forth, the unit owners amended the Declaration of Condominium as set forth herein upon the required affirmative vote necessary to approve such amendments. The amendments were to be effective immediately upon adoption and recordation of this Amendment. The proposed amendments were first duly adopted by the Board of Directors as required under the Declaration of Condominium. The Amendments duly adopted are as follows:

(A) Paragraph 3.1 Development Plan is amended to modify Paragraph A thereof as follows:

A. Survey, Plot Plan and Floor Plan. The survey of the land is attached to the original Declaration as Exhibit "B" thereto. The Plot Plan and Floor Plan showing the improvements to be constructed on the property are attached to the Declaration of Condominium as Exhibit "C". Attached hereto as Exhibit "1" is the second amended Plot Plan eliminating Unit 6 which thereby reduces the number of units in the condominium to 36 as shown on the second amended Plot Plan. This second amended Plot Plan is in full substitution of the Plot Plan contained in the Declaration of Condominium and the first amended Plot Plan recorded in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida. The Floor Plans showing

the improvements to be constructed on the property contained in Exhibit "C" to the Declaration of Condominium and in the Seventh Amendment to the Declaration recorded in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida, are amended to add a new Floor Plan, which additional Floor Plan is attached to this Amendment as Exhibit "2". After this amendment, there are six Floor Plans for the condominium units.

(B) The first two sentences of Paragraph 4.3 of the Declaration of Condominium (as the same was amended in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida) are deleted and in its place the following three sentences are added:

The share or percentage of ownership in the common elements attributable to Units 1 through 4 and Units 10 through 38 is an undivided 1/38th interest in the common elements for each unit set forth in this sentence. The share or percentage of ownership in the common elements attributable to Unit 5 only is an undivided 1/19th interest in the common elements. The share or percentage of ownership in the common elements attributable to Unit 7 and to Unit 9 is an undivided 3/76th interest in the common elements for each of Units 7 and 9.

(C) The first sentence of Paragraph 4.5 of the Declaration of Condominium (as the same was amended in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida) is amended to read as follows:

Appurtenant to Units 1 through 4 and Units 10 through 38 is an undivided 1/38th interest in any common surplus, appurtenant to Unit 5 is an undivided 1/19th interest in any common surplus and appurtenant to Units 7 and 9 is an undivided 3/76th interest in any common surplus and where there is more than one owner of a unit, the percentage or fractional ownership of such owners in the common surplus appurtenant to their units shall be divided among the collective owners of such unit in the same proportions as the respective interest in their unit.

(D) The first sentence of Paragraph 8.4 of the Declaration of Condominium (as the same was amended in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida) is amended to read as follows:

The maximum number of votes for the condominium is 36.

(E) Paragraph 9.1., Assessments, of the Declaration of Condominium (as the same was amended in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida) is modified in its entirety to read as follows:

To perform and carry out the duties and obligations of the Association, the Association has been and hereby is granted the power to levy and enforce the collection of such assessments as are necessary to perform those duties and obligations as are in the Declaration and elsewhere expressly or impliedly imposed upon it and the Developer, its successors and assigns hereby covenants and agrees and each owner of any unit within the condominium regardless of how title is acquired, shall be deemed to covenant and agree to pay the association such annual assessments or charges, such special assessment for capital improvements as may, from time to time, be required, it being expressly intended that each owner of Units 1 through 4 and Units 10 through 38 shall be liable for a 1/38th share of the common

expenses, that the owner of Unit 5 shall be liable for a 1/19th share of the common expenses and that each owner of Units 7 and 9 shall be liable for a 3/76th share of the common expenses. The establishment, collection and enforceability of such assessments shall be pursuant to the By-Laws of the Association subject to the provisions set forth herein. As to regular and special assessments for Units 7 and 9, any such assessment for each of Units 7 and 9 shall always be 1 1/2 times greater than the regular or special assessment for any other unit in the condominium, except for Unit 5 which shall be as set forth in the next sentence. As to regular and special assessments for Unit 5, any such assessments shall always be 2 times greater than the regular or special assessment for Units 1 - 4 and Units 10 - 38 of the condominium. As of this date, the Developer and Brandywine Enterprises are the only persons with an interest in the property on which Unit 5 shall be constructed. By their joinder in this Amendment, they, their successors in interest and assigns shall at all times own Unit 5 subject to the provisions of this instrument requiring them to pay the greater share in the common expenses of the Association as set forth herein.

(F) The following sentences are amended at the end of Paragraph 9.4 of the Declaration of Condominium as the same was amended in Official Records Book 2910, Page 1450, Public Records of Volusia County, Florida.

As of the date of this amendment, the regular assessment for Units 1 through 4 and Units 10 through 38 is \$\_\_\_\_\_ per month or \$\_\_\_\_\_ annually and the regular assessments for Units 7 and 9 is \_\_\_\_\_ per month or \_\_\_\_\_ annually. Effective with this amendment, the monthly assessment to become due hereafter for Unit 5 shall be \$\_\_\_\_\_ per month or \_\_\_\_\_ annually for Unit 5. Hereafter, the proportionate share in common expenses of Units 1 through 4 and Units 10 through 38 shall be 1/38th for each unit, the proportionate share in the common expenses for Unit 5 is 1/19th regardless of the manner in which title is acquired to Unit 5, and the proportionate share in the common expenses for Units 7 and 9 shall be 3/76ths regardless of the manner in which title is acquired to Units 7 and 9.

In all other respects, the Declaration of Condominium for Brandywine Village, a condominium is hereby ratified, republished and confirmed by the signatories hereto as first made subject to the previous amendments referred to herein.

IN WITNESS WHEREOF, the President and Secretary of BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., have hereunto set their hands and seals to this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 1988, and have caused this instrument to be recorded in the Public Records of Volusia County, Florida, and the Developer and Brandywine Enterprises, Inc., have caused these presents to be signed and sealed under proper authority this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

Witnesses

BRANDYWINE VILLAGE CONDOMINIUM,  
ASSOCIATION, INC., a Florida,  
non-profit corporation

By: \_\_\_\_\_

President

(CORPORATE SEAL)

\_\_\_\_\_  
Attest: \_\_\_\_\_  
Secretary

BRANDYWINE VILLAGE ASSOCIATES, a  
Florida joint venture

By: BRANDYWINE ENTERPRISES, INC.,  
a Florida corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
WAYNE G. SANBORN,  
President, Venturer  
\_\_\_\_\_  
(CORPORATE SEAL)

DREGGORS CONSTRUCTION COMPANY,  
INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
J. RICHARD DREGGORS, President,  
Venturer  
\_\_\_\_\_  
(CORPORATE SEAL)

BRANDYWINE ENTERPRISES, INC., a  
Florida corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
WAYNE G. SANBORN, President  
\_\_\_\_\_  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this  
\_\_\_\_\_ day of \_\_\_\_\_, 1988, by \_\_\_\_\_  
\_\_\_\_\_, as President and \_\_\_\_\_ as  
Secretary of BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC., on  
behalf of said corporation.

WITNESS, my hand and official seal in the County and State  
last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

(NOTARIAL SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by WAYNE G. SANBORN, as President of BRANDYWINE ENTERPRISES, INC., a Florida Corporation, Venturer, and J. RICHARD DREGGORS, as President of DREGGORS CONSTRUCTION, INC., a Florida Corporation, venturer, on behalf of each respective corporation as a general partner and on behalf of the partnership and joint venture.

WITNESS, my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

(NOTARIAL SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1988 by WAYNE G. SANBORN, President of BRANDYWINE ENTERPRISES, INC., a Florida corporation on behalf of said corporation.

WITNESS, my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

(NOTARIAL SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My Commission Expires:

3552 4236  
VOLUSIA FL  
This instrument prepared by:  
Robert F. Apgar  
Vice President  
Brandywine Enterprises, Inc.  
345 N. Woodland Blvd., #400  
DeLand, Florida 32720

15  
FIFTEENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
BRANDYWINE VILLAGE, A CONDOMINIUM

The undersigned, BRANDYWINE VILLAGE ASSOCIATES, a Florida joint venture, and BRANDYWINE ENTERPRISES, INC., a Florida corporation, having submitted the property to condominium, hereby amend the Declaration of Condominium recorded in Official Records Book 2409, Pages 987 through 1033, Public Records of Volusia County, Florida, and subsequently amended in Official Records Book 2449, Pages 1302 through 1304, and subsequently amended in Official Records Book 2459, Pages 1839 through 1841, and subsequently amended in Official Records Book 2487, Page 0752, and subsequently amended in Official Records Book 2629, Page 0378, and subsequently amended in Official Records Book 2638, Page 1810, and subsequently amended in Official Records Book 2706, Page 0665, and subsequently amended in Official Records Book 2910, Page 1450, and subsequently amended in Official Records Book 2912, Page 0769, and subsequently amended in Official Records Book 2945, Page 0268, and subsequently amended in Official Records Book 3072, Page 0770, and subsequently amended in Official Records Book 3221, Page 1831, and subsequently amended in Official Records Book 3222, Page 0875, and subsequently amended in Official Records Book 3284, Page 0208, and subsequently amended in Official Records Book 3513, Page 0908, Public Records of Volusia County, Florida.

This Amendment is authorized by Florida Statute 718.104, and is authorized under the terms of the Declaration of Condominium referred to herein. The Declaration referred to herein is amended by the undersigned as follows:

(1) Exhibit "1" attached hereto is added to the declaration of condominium as a certified survey conforming to the Florida Statutes for the purpose of certifying the completion of additional units in the condominium. Exhibit "1" as attached hereto is in full substitution of that survey contained in the Declaration which survey was recorded in Official Records Book 2409, Page 1013; that survey recorded in Official Records Book 2449, Page 1304; that survey recorded in Official Records Book 2459, Page 1841; that survey recorded in Official Records Book 2487, Page 0754; that survey recorded in Official Records Book 2629, Page 0380; that survey recorded in Official Records Book 2638, Page 1812, that survey recorded in Official Records Book 2912, page 0771, that survey recorded in Official Records Book 2945, page 0270, that survey recorded in Official Records Book 3072, page 0772, that survey recorded in Official Records Book 3221, page 1836; that survey recorded in Official Records Book 3222, Page 0877; that survey recorded in Official Records Book 3284, Page 0210, and that survey recorded in Official Records Book 3513, page 0910, Public Records of Volusia County, Florida. This Amendment is made for the purpose of certifying the completion of the units reflected on the attached Exhibit "1" and the certification contained therein. With the recording of this amendment, all units are now certified as complete.

(2) In all other respects, the Declaration of condominium for BRANDYWINE VILLAGE is hereby ratified, republished and confirmed by the undersigned as first made.

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CLERK CHIEF OF  
VOLUSIA CO. FL

RECORDED FOR  
RECORD VERIFIED

3714 0821

VOLUSIA CO., FL

BRANDYWINE VILLAGE CONDOMINIUM ASSOCIATION, INC  
P.O. BOX 3903  
DELAND, FL 32723

THE FOLLOWING CHANGES IN THE DECLARATION OF CONDOMINIUM PROVISIONS REGARDING LIMITED COMMON AREAS WERE APPROVED BY THE MEMBERSHIP AT THE ANNUAL MEETING OF THE ASSOCIATION ON APRIL 3, 1991.

Article 10.1 is changed to make the Association responsible for maintenance of porches, patios, and entrance ways. This does not change the responsibility of the owners for maintenance of all doors, windows, glass doors and screens, except that the Association will assume responsibility for painting front entrance way doors.

General Provision: A basic provision is that unit owners cannot alter their units in any way that infringes on the common area.

The Association membership voted to allow the unit owners to screen in their front entrance ways out as far as the outside supporting beam for the entrance way roof. Plans for such screen are to be submitted to the Board of Directors.

I hereby certify that the above is a true copy of the changes as voted by the Membership on April 3, 1991.

*Fred T. Leighty*

Fred T. Leighty  
President

FILED FOR RECORD  
RECORD VERIFIED  
CLERK OF THE CIRCUIT  
CITY OF VOLUSIA CITY, FL

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