

JOINDER BY MORTGAGEE TO THE  
DECLARATION OF CONDOMINIUM FOR  
ISLANDER BEACH CLUB RESORTS, PHASE III, A CONDOMINIUM

STAED AND ASSOCIATES, a Florida general partnership (hereinafter referred to as "Mortgagee"), the owner and holder of a Mortgage (the "Mortgage"), recorded in Official Record Book 2550 page 1669, Public Records of Volusia County, Florida, including the parcel particularly described on Exhibit A to the Declaration of Condominium of ISLANDER BEACH CLUB RESORTS, PHASE III, A CONDOMINIUM, hereby joins in the making of said Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE III, A CONDOMINIUM, and agrees that the lien of the Mortgage shall with respect to the parcel described on said Exhibit A, be upon all of the Units of ISLANDER BEACH CLUB RESORTS, PHASE III, A CONDOMINIUM, together with all of the appurtenances thereto, including but not limited to, the Common and Limited Common Elements.

The execution hereof by Mortgagee is for the sole purpose of consenting to the making of the Declaration of Condominium, as such consent is required by Florida Statutes, Chapter 718, and nothing contained herein shall be construed as subordinating the Mortgage to any lien rights or other provisions of the Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE III, A CONDOMINIUM, or the Exhibits thereto, nor shall the execution hereof affect the lien or priority of the Mortgage.

IN WITNESS WHEREOF, STAED AND ASSOCIATES has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 1985.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

STAED AND ASSOCIATES

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

THOMAS STAED

STATE OF FLORIDA )  
COUNTY OF VOLUSIA )

The foregoing joinder by Mortgagee to the Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE III, A CONDOMINIUM, was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1985, by \_\_\_\_\_, authorized representative of STAED AND ASSOCIATES.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

My Commission expires: \_\_\_\_\_

PERCENTAGE OF OWNERSHIP  
FOR  
ISLANDER BEACH CLUB RESORTS, PHASE III

EACH UNIT WITHIN ISLANDER BEACH CLUB RESORTS, PHASE III, A CONDOMINIUM, SHALL HAVE A 1/20TH INTEREST IN AND TO THE TOTAL FRACTIONAL SHARE OF THE COMMON ELEMENTS AND COMMON SURPLUS, HENCE EACH UNIT WITHIN ISLANDER BEACH CLUB RESORTS, PHASE III, SHALL BE RESPONSIBLE FOR 1/20TH OF THE COMMON EXPENSES. IN THE EVENT, HOWEVER, THAT FUTURE PHASES ARE ADDED THE PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS, SURPLUS, AND COMMON EXPENSES OF EACH UNIT IN ISLANDER BEACH CLUB RESORTS, PHASE III, WILL DECREASE PER THE TOTAL NUMBER OF UNITS COMMITTED TO PHASE DEVELOPMENT AS FROM TIME TO TIME MAY BE ADDED.

Exhibit I-B  
to  
Declaration Of Condominium

PERCENTAGE INTEREST IN UNITS  
COMMITTED TO INTERVAL OWNERSHIP

Each Condominium Unit is identified by numbers and is delineated on the Survey Exhibits collectively identified as Exhibit No. A. For Units committed to Interval Ownership, each Owner thereof shall have a percentage interest therein with respect to the other owners of Unit Weeks in the same Unit as follows:

<u>Week Numbers Owned</u>	<u>Percentage Share for Each Unit Week Owned</u>
1 - 52	1.92307
53	0.00036

EXHIBIT 1-C  
TO  
DECLARATION OF CONDOMINIUM

(o) Retain and employ such professionals and such other experts whose services may be reasonably required to effectively perform its duties hereunder.

(p) If maintenance of the condominium or any portion thereof, including any Unit, Units and/or Common Elements, is required due to loss by Act of God or other cause, which is other than normal wear and tear, and which loss is less than "major damage," as defined in the Declaration to which this Agreement is applicable, then in such event, the Management Firm, upon approval of the Association, shall determine, assess, charge and levy the costs of repairing and restoring such loss among the Unit Owners pursuant to the Declaration of Condominium to which this Agreement is applicable, notwithstanding the fact that said loss or damage was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the costs of the Management Firm's personnel and overhead, materials and equipment, and any and all other contractors, subcontractors, or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration in such proportions as hereinbefore set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from insurance proceeds, where such are received, and then from assessments collected, and should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the Unit Owners, as provided in the aforesaid Declaration of Condominium.

(q) Additionally, the managing entity shall make available for inspection by the Division any books and records of the time sharing plan upon proper request of the Division. The management firm shall provide to the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Timeshare, a list of the names and addresses of all purchasers and owners of the time share units in the time share plan beginning January 1, 1985. Should a purchaser desire such a list they may make a request to the Division of Florida Land Sales, Condominiums and Mobile Homes and pay the appropriate copying costs. The correct address of the Division at this time is Bureau of Timeshare, Division of Florida Land Sales, Condominiums and Mobile Homes, 725 South Bronough Street, Tallahassee, Florida 32301.

profits and revenues with respect to the Common Elements, over and above the amount of common expenses.

H. CONDOMINIUM PROPERTY means and includes the land in the condominium, whether or not contiguous, and all improvements thereon, together with all easements and rights appurtenant thereto, intended for use in connection with the condominium.

I. ASSESSMENT means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the Unit Owners.

J. CONDOMINIUM PARCEL or PARCEL means a Unit, together with the undivided share in the Common Elements which are appurtenant to the Unit.

K. CONDOMINIUM UNIT or UNIT is a unit as defined in the Condominium Act, referring therein to each of the separate and identified units delineated in the survey attached to the Declaration of Condominium as Exhibit #A, and when the context permits, the Condominium Parcel includes such Unit, including its share of the Common Elements appurtenant thereto.

L. UNIT OWNER means the owner of a condominium parcel.

M. DEVELOPER means ISLANDER RESORT, a Florida Joint Venture, its successors and assigns.

N. INSTITUTIONAL MORTGAGEE means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States, an agency of the United States Government, a real estate or mortgage investment trust or a lender generally recognized in the community as an institutional type lender. INSTITUTIONAL MORTGAGEE shall also include the Developer and its assigns.

O. OCCUPANT means the person or persons, other than the Unit Owner, in possession of a Unit.

P. CONDOMINIUM DOCUMENTS mean this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

Q. BOARD OF ADMINISTRATION or BOARD OF DIRECTORS means the representative body responsible for administration of the Association.

R. MANAGEMENT AGREEMENT means and refers to that certain Management Agreement attached to this Declaration and made a part hereof, which provides for management of the condominium property.

S. MANAGEMENT FIRM means and refers to the entity identified as the Management Firm in the Management Agreement attached to this Declaration and made a part hereof.

T. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Florida Statutes Chapters 718 and 721 as of the date of this Declaration, and as may be amended from time to time.

U. The following definitions shall refer only to those Units committed to and sold under a plan of "Interval Ownership";

1. "Interval Ownership" is a concept whereby timeshare units and the share of the common elements assigned to that Unit are conveyed to

and to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit or exercise any other rights of ownership in respect to his Unit other than the rights herein provided to him during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week when acting through the Association.

No Owner or other person or entity acquiring any right, title or interest in a Unit shall seek or obtain through any Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period, if any, voted by the Owners as set forth above. If, however, any Unit Week shall be owned by two or more persons as tenants in common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.

## XX.

### USE OF COMMON ELEMENTS AND FACILITIES

The Association, its members, the Developer and its successors and assigns and all parties who own an interest in and to the aforesaid facilities agree that they shall not have any right to bring any action for partition or division of the real property that constitutes said facilities and said parties do hereby waive said rights of partition or division of said facilities. The initial Rules and Regulations and any amendments thereto, pertaining to use of the Common Elements and other facilities shall be posted in a conspicuous place on the Common Elements or Facilities. The Unit Owners hereby covenant and agree to be bound by all of such Rules and Regulations and said parties shall obey same and be responsible for their being obeyed by the said Unit Owners, their family, guest, invitees, lessees and servants.

In the case of a Unit committed to Interval Ownership, all sanctions, shall be limited to the delinquent Unit Week Owner and shall be of no force and effect against non-delinquent Owners of Unit Weeks in such Condominium Unit committed to Interval Ownership.

Any person who is the Owner of a Condominium Parcel, together with members of his family, social guests, licensees, invitees and licensees, may use the facilities. Where a corporation is an Owner, the use of said facilities shall be limited at any one time to such officer, director or employee of said corporation who is in actual residence and such individual shall be deemed to be the Condominium Parcel Owner for the purposes of this paragraph. Where a party owns one Condominium Unit and leases it, the lessee shall be entitled to the use of the facilities and said lessee's rights thereto shall be the same as though said lessee were the Unit Owner and during the term of said lease the Unit Owner and his family shall not be entitled to the use of the facilities. Use of the facilities by Owners of Unit Weeks in Units committed to Interval Ownership, or any one using the facilities through said Owner, shall be limited to the period of ownership each year of said Owner of Unit Weeks in such Unit.

The Developer reserves, at no charge, the right of ingress and egress for itself, its invitees and the general public over the paved parking area and through the first floor lobby for the purpose of access to the restaurant and lounge area and the restroom facilities on the first floor. The Developer further reserves the right unto itself, its invitees and the general public for the use of undesignated parking spaces for customers.

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JOINDER BY MORTGAGEE TO THE  
DECLARATION OF CONDOMINIUM FOR  
ISLANDER BEACH CLUB RESORTS, PHASE I, A CONDOMINIUM

STAED AND ASSOCIATES, a Florida general partnership (hereinafter referred to as "Mortgagee"), the owner and holder of a Mortgage (the "Mortgage"), recorded in Official Record Book 2550 page 1669, Public Records of Volusia County, Florida, including the parcel particularly described on Exhibit A to the Declaration of Condominium of ISLANDER BEACH CLUB RESORTS, PHASE I, A CONDOMINIUM, hereby joins in the making of said Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE I, A CONDOMINIUM, and agrees that the lien of the Mortgage shall with respect to the parcel described on said Exhibit A, be upon all of the Units of ISLANDER BEACH CLUB RESORTS, PHASE I, A CONDOMINIUM, together with all of the appurtenances thereto, including but not limited to, the Common and Limited Common Elements.

The execution hereof by Mortgagee is for the sole purpose of consenting to the making of the Declaration of Condominium, as such consent is required by Florida Statutes, Chapter 718, and nothing contained herein shall be construed as subordinating the Mortgage to any lien rights or other provisions of the Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE I, A CONDOMINIUM, or the Exhibits thereto, nor shall the execution hereof affect the lien or priority of the Mortgage.

IN WITNESS WHEREOF, STAED AND ASSOCIATES has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 1985.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

STAED AND ASSOCIATES

By: \_\_\_\_\_  
THOMAS STAED

STATE OF FLORIDA )  
COUNTY OF VOLUSIA )

The foregoing joinder by Mortgagee to the Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE I, A CONDOMINIUM, was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1985, by \_\_\_\_\_, authorized representative of STAED AND ASSOCIATES.

NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

My Commission expires:



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RECORD VERIFIED

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THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
ISLANDER BEACH CLUB RESORTS, PHASE I, A CONDOMINIUM  
FOR THE PURPOSE OF ADDING PHASE II

This Amendment, made and entered into this 30th day of January, 1985, by the Developer, ISLANDER RESORTS, a Florida Joint Venture by CONTINENTAL INTERNATIONAL RESORTS CORP., General Partner of CONTINENTAL INTERNATIONAL RESORTS, LTD., the managing joint venturer, herein referred to as the "Developer."

## W I T N E S S E T H:

WHEREAS, Developer has executed and caused to be recorded in the public records of Volusia County, Florida, the Declaration of Condominium of ISLANDER BEACH CLUB RESORT, PHASE I, a Condominium, being dated \_\_\_\_\_, 198\_\_\_\_, and recorded in Official Records Book 2603 Page 0404 (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article XXIII of the said Declaration, and in accordance with Section 718.403, Florida Statutes, Developer has the right to add additional Phases to the Condominium; and

WHEREAS, Developer desires to execute this Amendment for the purpose of adding Phase II to the Condominium consisting of nine (9) whole-time units, so that the Condominium, as amended, will consist of nineteen (19) whole time units, each of which contains 52 time share weeks resulting in 988 timeshare weeks in the condominium with a 53rd week being created every six (6) years in each whole time unit committed to timeshare ownership.

NOW, THEREFORE, for and in consideration of the covenants herein contained and contained in the said Declaration of Condominium, the Developer hereby executes this Amendment for the purpose of declaring that ISLANDER BEACH CLUB RESORTS, PHASE II, a Condominium, as described in Article XXIII of the said Declaration, be and is hereby made a part of the phase development of ISLANDER BEACH CLUB RESORTS, a Condominium, subject to and in accordance with the terms of the said Declaration. Attached hereto is the Certification of Daniel W. Cory, a registered Florida surveyor, certifying the substantial construction of improvements, legal description of Phase II, location and identification of units and common elements, and survey of

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improvements in which the units are located, and the plot plan of Phase II, and Consent of Mortgagees consenting to the execution of Phase II of the Declaration of Condominium of ISLANDER BEACH CLUB RESORTS, a Condominium, and percent of fractional interest of each whole time and time share unit week in the appurtenant common elements, common expense, and common surplus.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed in its name by its officer duly authorized on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CONTINENTAL INTERNATIONAL  
RESORTS CORP.

By: Lawrence D. Wilcox  
Its President  
LAWRENCE D. WILCOX

STATE OF FLORIDA )  
COUNTY OF VOLUSIA )

The foregoing instrument was acknowledged before me this day of January 30, 1985, by LAWRENCE D. WILCOX, President of CONTINENTAL INTERNATIONAL RESORTS CORP., managing partner of CONTINENTAL INTERNATIONAL RESORTS, LTD., AND ISLANDER RESORTS, a Florida joint venture, on behalf of the joint venture.

James H. Moulton  
Notary Public  
State of Florida at Large  
My Commission expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires March 4, 1985

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## CERTIFICATE OF SURVEYOR

I, DANIEL W. CORY, of New Smyrna Beach, Florida, certify as follows:

1. I am a surveyor authorized to practice in the State of Florida, my surveyor's registration number is No. 2027.
2. This Certificate is made as to Islander Beach Club Resorts, Phase II, A Condominium, which consists of only the North half of the Third (3rd) floor of the Islander Beach Club Resorts, located at 1601 South Atlantic Avenue, New Smyrna Beach, Florida and being a portion of the following legal description:  
 Lots 1 through 10, inclusive, Block 7, F. C. Austin's Subdivision according to the map or plat thereof recorded in Map Book 1, page 127 of the Public Records of Volusia County, Florida together with that part of Hill Street which lies South-easterly of the Northline of Lot 10, extended Easterly to where it intersects with the North line of Lot 1 and which lies Northerly of the south line of Lot 7, extended Easterly to a point where it intersects with the South line of Lot 6, all being in Block 7, Coronado Beach Subdivision as per map recorded in Map Book 5, page 83 of the Public Records of Volusia County, Florida, (F. C. Austin's Subdivision according to map recorded in Map Book 1, page 127, Public Records of Volusia County, Florida), including shore, littoral, riparian rights and accretions.
3. The undersigned has examined the survey, graphic descriptions and particularly the plot plan comprising Exhibit A to the declaration of Condominium of Islander Beach Club Resorts, Phase II, a Condominium, showing the location of the building.
4. The construction of the condominium is substantially complete; the survey and plot plan included in said Exhibit A to the Declaration of Condominium are accurate representations of the location and dimensions of the improvements, so that together with the wording of the Declaration, the identification, location and dimensions of the common elements and of each unit can be determined from said materials.

January 16, 1985

*Daniel W. Cory*  
 DANIEL W. CORY  
 FLA. REG. SURVEYOR #2027

JOINDER BY MORTGAGEE OF THE  
 DECLARATION OF CONDOMINIUM FOR  
 ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM

STAED AND ASSOCIATES, a Florida general partnership (hereinafter referred to as "Mortgagee"), the owner and holder of a Mortgage (the "Mortgage"), recorded in Official Record Book 2550, page 1650, Public Records of Volusia County, Florida, including the parcel particularly described on Exhibit A to the Declaration of Condominium of ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM, hereby joins in the making of said Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM, and agrees that the lien of the Mortgage shall with respect to the parcel described on said Exhibit A, be upon all of the Units of ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM, together with all of the appurtenances thereto, including but not limited to, the Common and Limited Common Elements.

The execution hereof by Mortgagee is for the sole purpose of consenting to the making of the Declaration of Condominium, as such consent is required by Florida Statutes, Chapter 718, and nothing contained herein shall be construed as subordinating the Mortgage to any lien rights or other provisions of the Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM, or the Exhibits thereto, nor shall the execution hereof affect the lien or priority of the Mortgage.

IN WITNESS WHEREOF, STAED AND ASSOCIATES has caused this instrument to be executed this 16th day of January, 1985.

Signed, sealed and delivered  
 in the presence of:

STAED AND ASSOCIATES

BY *Thomas W. Staed*  
 THOMAS STAED

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing joinder by Mortgagee to the Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM, was acknowledged before me this 16th day of January, 1985, by Thomas W. Staed, authorized representative of STAED AND ASSOCIATES.

*Eileen L. Hennessy*  
 Notary Public

My commission expires:

Notary Public, State of Florida  
 My Commission Expires Oct. 17, 1988  
 Bonded Three Year Public Insurance, Inc.



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DECLARATION OF CONDOMINIUM FOR  
ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM

NORTH STATE SAVINGS & LOAN CORPORATION (hereinafter referred to as "Mortgagee"), the owner and holder of a Mortgage (the "Mortgage") recorded in Official Record Book 2550 page 1650, Public Records of Volusia County, Florida, including the parcel particularly described on Exhibit A to the Declaration of Condominium of ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM, hereby joins in the making of said Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM, and agrees that the lien of the Mortgage shall with respect to the parcel described on said Exhibit A, be upon all of the Units of ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM, together with all of the appurtenances thereto, including but not limited to, the Common and Limited Common Elements.

The execution hereof by Mortgagee is for the sole purpose of consenting to the making of the Declaration of Condominium, as such consent is required by Florida Statutes, Chapter 718, and nothing contained herein shall be construed as subordinating the Mortgage to any lien rights or other provisions of the Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM, or the Exhibits thereto, nor shall the execution hereof affect the lien or priority of the Mortgage.

IN WITNESS WHEREOF, NORTH STATE SAVINGS & LOAN CORPORATION has caused this instrument to be executed this 15th day of

January, 1985.

Signed, sealed and delivered  
in the presence of:

William S. Davis

Amos T. Quinteros

NORTH STATE SAVINGS & LOAN  
CORPORATION  
BY: William P. Blum  
Executive Vice President

STATE OF NORTH CAROLINA  
COUNTY OF PITT

The foregoing joinder by Mortgagee to the Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM, was acknowledged before me this 15th day of January, 1985, by William T. Davis, Jr., authorized representative of NORTH STATE SAVINGS & LOAN CORPORATION.

Marjorie Tate  
Notary Public

My commission expires: 7-23-85

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FLORIDAPERCENTAGE OF OWNERSHIP  
FOR  
ISLANDER BEACH CLUB RESORTS, PHASE II

EACH UNIT WITHIN ISLANDER BEACH CLUB RESORTS, PHASE II, A CONDOMINIUM, SHALL HAVE A 1/19 INTEREST IN AND TO THE TOTAL FRACTIONAL SHARE OF THE COMMON ELEMENTS AND COMMON SURPLUS, HENCE EACH UNIT WITHIN ISLANDER BEACH CLUB RESORTS, PHASE II, SHALL BE RESPONSIBLE FOR 1/19 OF THE COMMON EXPENSES. IN THE EVENT, HOWEVER, THAT FUTURE PHASES ARE ADDED THE PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS, SURPLUS, AND COMMON EXPENSES OF EACH UNIT IN ISLANDER BEACH CLUB RESORTS, PHASE II, WILL DECREASE PER THE TOTAL NUMBER OF UNITS COMMITTED TO PHASE DEVELOPMENT AS FROM TIME TO TIME MAY BE ADDED.

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FLORIDAPERCENTAGE INTEREST IN UNITS  
COMMITTED TO INTERVAL OWNERSHIP

Each Condominium Unit is identified by numbers and is delineated on the Survey Exhibits collectively identified as Exhibit No. A. For Units committed to Interval Ownership, each Owner thereof shall have a percentage interest therein with respect to the other owners of Unit Weeks in the same Unit as follows:

Week Numbers Owned

Percentage Share for  
Each Unit Week Owned

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SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE  
ISLANDER BEACH CLUB RESORTS, PHASE I

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR ISLANDER BEACH CLUB RESORTS, PHASE I, a Condominium made this 7th day of January, 1985, by the Developer, ISLANDER RESORTS, a Florida Joint Venture by CONTINENTAL INTERNATIONAL RESORTS CORP., General Partner of CONTINENTAL INTERNATIONAL RESORTS, LTD., the managing Joint Venturer, hereinafter referred to as the Developer;

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes (the "Act"), Developer has established ISLANDER BEACH CLUB RESORTS, PHASE I, A Condominium, according to the Declaration of Condominium (The "Declaration") thereof recorded in Official Record Book 2603, Page 404/543 of the Public Records of Volusia County, Florida; and

WHEREAS, Developer desires to correct architectural drawing for typical floor plan Phase I, 2nd floor north, typical units A, B, C, & D, and typical units E, F, G, & H.

NOW, THEREFORE, Developer, pursuant to Article XI of the recorded Declaration of Condominium, hereby states and declares and amends Exhibit A to the recorded Declaration of Condominium and recorded exhibits per the attached amendments:

1. Architectural drawing for Typical Floor Plan Phase I, 2nd Floor North, Typical Units A, B, C & D, and Typical Units E, F, G & H.

This amendment shall become effective upon recording amongst the Public Records of Volusia County, Florida. The effect of this amendment shall be to correct architectural drawings. This amendment does not substantially alter or change the Unit and only shows the final design of the units.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Dorinda Palmer

Judy L. Brown

(CORPORATE SEAL)

ISLANDER RESORTS, a Florida  
Joint Venture

By: Lawrence W. Wilcox  
President

Attest: Lawrence W. Wilcox  
Secretary

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VOLUSIA COUNTY, FLORIDA

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COUNTY OF VOLUSIA )

The foregoing instrument was acknowledged before me on this 7th day of January, 1985, by Donna M. Palmateer and Judy L. Bower, as President and Secretary, respectively, of ISLANDER BEACH RESORTS, a Florida joint venture by CONTINENTAL INTERNATIONAL RESORTS CORP. THE GENERAL PARTNER OF CONTINENTAL INTERNATIONAL RESORTS LTD.

Margaret E. Patten  
Notary Public  
State of Florida at Large

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires September 28, 1987  
Bonded by McCLAIN INSURANCE AGENCY, INC.

My Commission expires:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC., a Florida corporation not-for-profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by provisions of the Declaration of Condominium and the Exhibits attached hereto.

IN WITNESS WHEREOF, the above described corporation, a Florida corporation not-for-profit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed, this 7th day of January, 1985.

Signed, sealed and delivered  
in the presence of:

ISLANDER BEACH CLUB CONDOMINIUM  
ASSOCIATION OF VOLUSIA COUNTY,  
INC.

Donna M. Palmateer  
Judy L. Bower

By: L. D. Wilcox (SEAL)  
L. D. WILCOX, President

STATE OF FLORIDA )  
COUNTY OF VOLUSIA )

BEFORE ME, the undersigned authority, personally appeared L. D. WILCOX, to me well known to be the President of ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC., a Florida corporation not-for-profit, and he acknowledged before me that he executed such instrument as such officer of such corporation, and that the seal affixed thereto is the Corporate Seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at said County and State this 7th day of January, 1985.

Margaret E. Patten  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires September 28, 1987  
Bonded by McCLAIN INSURANCE AGENCY, INC.

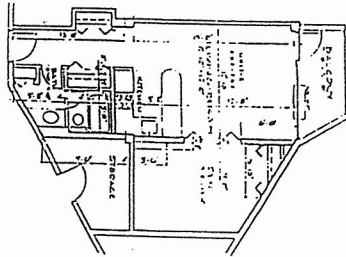
ISLANDER BEACH RESORT  
A CONDOMINIUM

TYPICAL UNITS A, B, C & D (UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 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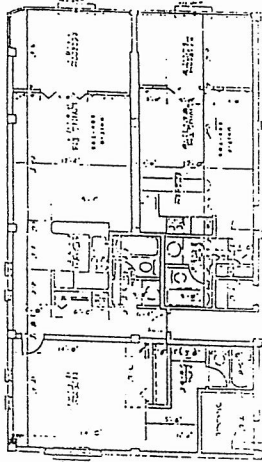
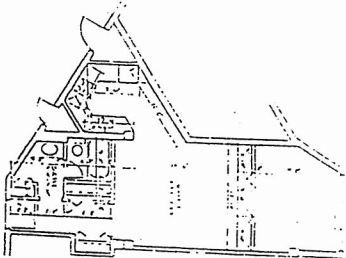
BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

TYPICAL UNIT-E



TYPICAL UNITS-F&amp;G

LEGEND:  
1. ROOMS SHOWN IN THESE UNITS  
2. UNITS SHOWN MAY BE ADDED IN CASE OF FURTHER  
3. UNITS SHOWN MAY BE ADDED IN CASE OF FURTHER

PHASE 2-3rd FLOOR UNITING  
UNITS E, F & G

TYPICAL UNIT-I

PROPOSED BY  
ARCHITECT  
ROBERT C. HOWARD  
1988 NORTH DIXIE AVENUE  
SUITE 100  
MARIETTA, GA 30067

ARCHITECT  
ROBERT C. HOWARD  
1988 NORTH DIXIE AVENUE  
SUITE 100  
MARIETTA, GA 30067

PROJECT: 1988 NORTH DIXIE AVENUE  
FOR: 1988 NORTH DIXIE AVENUE  
LOCATION: 1988 NORTH DIXIE AVENUE

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BOOK PAGE  
VOLUSIA COUNTY  
FLORIDAISLANDER BEACH RESORT  
A CONDOMINIUM

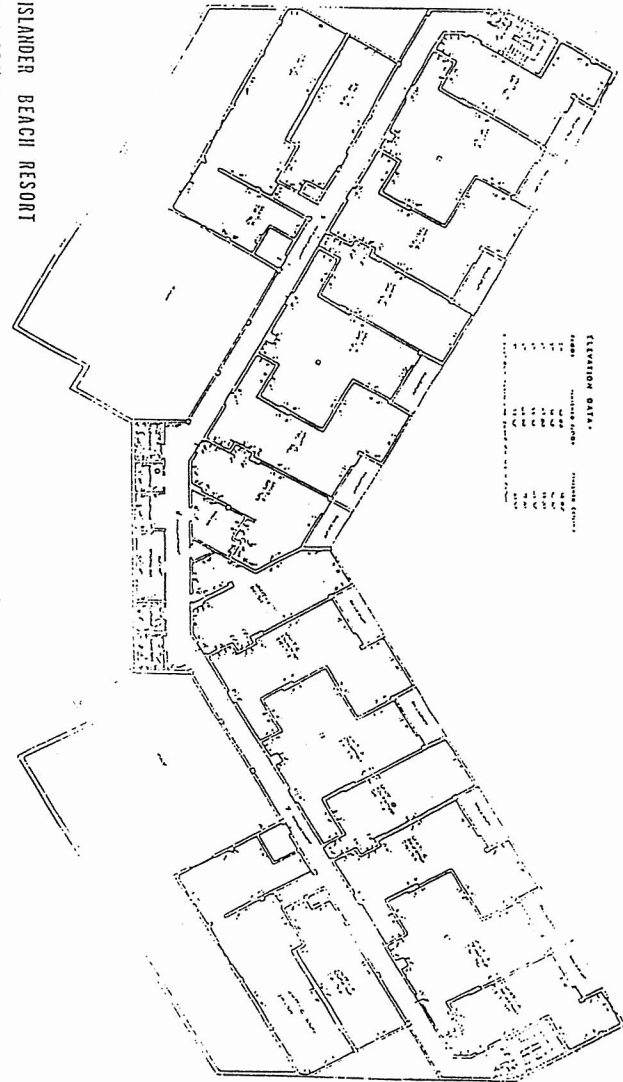
## FLOOR PLANS — 3RD FLOOR

NOTES:  
1. UNITS SHOWN IN THESE UNITS  
2. UNITS SHOWN MAY BE ADDED IN CASE OF FURTHER  
3. UNITS SHOWN MAY BE ADDED IN CASE OF FURTHER

PROPOSED BY  
ARCHITECT  
ROBERT C. HOWARD  
1988 NORTH DIXIE AVENUE  
SUITE 100  
MARIETTA, GA 30067

ELEVATION DATA:

UNIT	AREA	PERCENT
1	1,100	100
2	1,100	100
3	1,100	100
4	1,100	100
5	1,100	100
6	1,100	100
7	1,100	100
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98	1,100	100
99	1,100	100
100	1,100	100



ARCHITECT  
ROBERT C. HOWARD  
1988 NORTH DIXIE AVENUE  
SUITE 100  
MARIETTA, GA 30067

PROJECT:  
FOR:  
LOCATION:

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
ISLANDER BEACH CLUB RESORTS, PHASE I

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF ISLANDER BEACH CLUB RESORTS, PHASE I, a Condominium made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by the Developer, ISLANDER RESORTS, a Florida Joint Venture by CONTINENTAL INTERNATIONAL RESORTS CORP., General Partner of CONTINENTAL INTERNATIONAL RESORTS, LTD., the managing Joint Venturer, hereinafter referred to as the Developer;

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes (the "Act"), Developer has established ISLANDER BEACH CLUB RESORTS, PHASE I, A Condominium, according to the Declaration of Condominium (the "Declaration") thereof recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Volusia County, Florida; and

WHEREAS, Developer desires to correct a scrivener error concerning the nomenclature of the Condominium Association which is now recorded as the Islander Beach Club Condominium Association, Inc. and should be Islander Beach Club Condominium Association of Volusia County, Inc.

NOW, THEREFORE, Developer, pursuant to Article XI of the recorded Declaration of Condominium, hereby states and declares and amends the following pages to the recorded Declaration of Condominium and recorded exhibits per the attached amendments:

1. Declaration of Condominium, pages 1, 2, 36, 39, and 40.
2. Exhibit D, By-Laws of Islander Beach Club Condominium Association of Volusia County, Inc., a non-profit corporation, Index pages 1 and 24.
3. Exhibit E, Articles of Incorporation of Islander Beach Club Condominium Association of Volusia County, Inc., a non-profit corporation, Index pages 1, 2, 3, 4, and 5.
4. Exhibit F, Management Agreement between Islander Beach Club Condominium Association of Volusia County, Inc. and C. I. Resorts Management Corporation, pages 1, 7, 8.

This amendment shall become effective upon recording amongst the Public Records of Volusia County, Florida. The effect of this amendment shall be to correct a scrivener error to the nomenclature of the condominium association from ISLANDER BEACH

CLUB CONDOMINIUM ASSOCIATION, INC. to ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

ISLANDER RESORTS, a Florida  
Joint Venture

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

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

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by \_\_\_\_\_ and \_\_\_\_\_, as President and Secretary, respectively, of Islander Resorts, a Florida Joint Venture by \_\_\_\_\_

Notary Public  
State of Florida

(NOTARY SEAL)

My Commission expires:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC., a Florida corporation not-for-profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by provisions of the Declaration of Condominium and the Exhibits attached hereto.

IN WITNESS WHEREOF, the above described corporation, a Florida corporation not-for-profit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed, this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

Signed, sealed and delivered  
in the presence of:

ISLANDER BEACH CLUB CONDOMINIUM  
ASSOCIATION OF VOLUSIA COUNTY, INC.

By: \_\_\_\_\_ (SEAL)  
L. D. WILCOX, President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared L. D. WILCOX, to me well known to be the President of ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC., a Florida corporation not-for-profit, and he acknowledged before me that he executed such instrument as such officer of such corporation, and that the seal affixed thereto is the Corporate Seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at said County and State  
this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

# DECLARATION OF CONDOMINIUM

FOR

ISLANDER BEACH CLUB RESORTS, PHASE I, a condominium

I.

## SUBMISSION STATEMENT

ISLANDER RESORT, a Florida Joint Venture, being the owner of record of the fee simple title to the real property situate, lying and being in Volusia County, Florida, as more particularly described and set forth as the Condominium property in the Exhibits attached hereto as "Exhibit A", which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained not personally owned by the Unit Owners), hereby states and declares that said real property, together with improvements thereon, together with riparian and littoral rights as may be applicable and appurtenant thereto, together with non-exclusive easements over the property described and as set forth to this Declaration of Condominium, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida, and the provisions of said Act are hereby incorporated by reference herein and does hereby file for record this Declaration of Condominium. It is intended to create time share estates in the units in the Condominium.

Definitions: As used in this Declaration of Condominium, Bylaws and Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

A. ASSOCIATION means ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY INC., a Florida corporation not for profit, which entity is responsible for the operation of the condominium. During any period when a Management Agreement is in effect, any rights or responsibilities of the Association shall also be the rights and responsibilities of the Management Firm under any Management Agreement.



B. BYLAWS means the Bylaws of the Association, as they exist from time to time.

C. COMMON ELEMENTS means the portions of the condominium property not included in the Units, including but not limited to conduits for water, sewage disposal, electricity, electrical lines and other utility services serving more than one unit. Common Elements shall also include the tangible personal property required for maintenance and operation of the condominium, even though owned by the Association.

D. LIMITED COMMON ELEMENTS means and includes those common elements which are reserved for the use of a certain Unit or Units, to the exclusion of all other Units.

E. CONDOMINIUM means that form of ownership of condominium property under which Units of improvements are subject to ownership by one or more owners, and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

F. COMMON EXPENSES means the expenses for which the Unit Owners are liable to the Association.

G. COMMON SURPLUS means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues with respect to the Common Elements, over and above the amount of common expenses.

H. CONDOMINIUM PROPERTY means and includes the land in the condominium, whether or not contiguous, and all improvements thereon, together with all easements and rights appurtenant thereto, intended for use in connection with the condominium.

I. ASSESSMENT means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the Unit Owners.

J. CONDOMINIUM PARCEL or PARCEL means a Unit, together with the undivided share in the Common Elements which are appurtenant to the Unit.

K. CONDOMINIUM UNIT or UNIT is a unit, as defined in the Condominium Act, referring therein to each of the separate and identified units delineated in the survey attached to the Declaration of Condominium as Exhibit #A, and when the context

serving the units within the condominium as a part of the "Common Elements" as may be necessary to provide reasonable access to said public ways, and such easement shall extend to the invitees and licensees of the Unit Owner. In the event that any of said easements for ingress and egress shall be encumbered by any leasehold or lien, other than those on the condominium parcels, such leaseholds or liens shall hereby be subordinate to the use rights of any Unit Owner or Owners whose Condominium Parcel is not also encumbered by said lien or leasehold.

W. Each Owner of a Unit Week agrees that ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC., shall be his agent for service of process and notice in all proceedings instituted by the City of New Smyrna Beach including, but not limited to, rezoning and condemnation.

### XXIII.

#### PHASE CONDOMINIUM

ISLANDER BEACH CLUB RESORTS, Phase I, a condominium, is a phase condominium. The Developer anticipates operation, development and sale of other floors or portions of other floors of the same building as condominiums, however, it shall not be obligated to do so. If the remaining floors or portions of floors are created, developed and sold as condominiums, they may be whole unit condominium or units committed to interval ownership, however, no single floor will have a combination thereof. It is anticipated that future phases, if any, will not have any impact upon Phase I, either as to a Unit Owner's percentage share of common expenses or the amount of usage of recreational and other common facilities. Additional phases, if any, will affect a Unit Owner's voting power as more particularly set forth hereafter.

The land and building which may be subject to future phases, if any, is the property presently operated as the Islander Beach Lodge, 1601 South Atlantic Avenue, New Smyrna Beach, Florida. This consists of the South half of floor 2, all of floors 3, 4, 5, 6 and 7 and a portion of the first floor, together with the percentage share use of all common elements of ISLANDER BEACH CLUB RESORTS, including those located on the first floor. The legal description of the land and the exact location, size and elevations of these possible additional phases (floors) is set forth in exhibit A attached hereto.

It is anticipated by the Developer that each separate floor or one-half of each floor will consist of a separate phase, however, the Developer retains the right to add one or more floors thereto under an additional single phase. Each floor will contain 9 units of approximately the same size, description, dimensions and lay-out of Units contained in Phase I, except Phase I will have 10 units. Phase XIII will have 5 Units. The

ISLANDER BEACH CLUB RESORTS, Phase I. Turnover to the Association shall be effected pursuant to Florida Statutes Section 718.301 or its successor.

IN WITNESS WHEREOF, ISLANDER RESORTS, a Florida Joint venture, has caused these presents to be signed in its name by its property officers and its seal affixed this 28th day of JUNE, 1984.

Signed, sealed and delivered in the presence of:

James H. Moskal  
John T. ...

ISLANDER RESORTS, a Florida Joint Venture

By: L. D. Wilcox (SEAL)  
L. D. WILCOX, President of Continental International Resorts Corp., General Partner of Continental International Resorts, Ltd., its managing Joint Venture

STATE OF FLORIDA  
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared L. D. WILCOX to me known to be the person described in and who executed the foregoing Declaration of Condominium as President of CONTINENTAL INTERNATIONAL RESORTS CORP., General Partner of Continental International Resorts, Ltd., its managing Joint Venture, and he acknowledged before me that he executed such instrument as such officer of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at the State and County aforesaid, this 28th day of JUNE, 1984.

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires September 28, 1987  
By: Margaret D. Rosen

Margaret D. Rosen  
Notary Public, State of Florida at Large

My Commission Expires:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY INC., a Florida corporation not-for-profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by provisions of the Declaration of Condominium and the Exhibits attached hereto.

IT WITNESS WHEREOF, the above-described corporation, a Florida corporation not-for-profit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed, this 28th day of JUNE, 1984.

Signed, sealed and delivered in the presence of:

James H. Moskal  
John T. ...

ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC.

By: L. D. Wilcox (SEAL)  
L. D. WILCOX, President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared L. D. WILCOX to me well known to be the President of ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC., a Florida corporation not-for-profit, and he acknowledged before me that he executed such instrument as such officer of such corporation, and that the seal affixed thereto is the Corporate Seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at said County and State this 28th day of JUNE, 1984.

Margaret D. Rosen  
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires September 28, 1987  
By: Margaret D. Rosen

INDEX TO BYLAWS  
OF  
ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION  
OF VOLUSIA COUNTY, INC.

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EXHIBIT "D" TO DECLARATION OF CONDOMINIUM

BYLAWS  
OF  
ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION  
OF VOLUSIA COUNTY, INC.  
( a Florida corporation not for profit )

ARTICLE I. IDENTITY

The following Bylaws shall govern the operation of the Condominium created by the Declaration of Condominium to which these Bylaws are attached.

The ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC., is a Florida corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering the condominium created by the Declaration of Condominium to which these Bylaws are attached.

Section 1. The office of the Association shall be at 1601 South Atlantic Avenue, New Smyrna Beach, Florida 32062, or at such other place as may be designated by the Board of Directors.

Section 2. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

Section 3. As used in these Bylaws, the word "corporation" shall be the equivalent of "association" and as defined in the Declaration of Condominium to which these Bylaws are attached. All other words and terms used herein shall have the same definitions as attributed to them in the Declaration of Condominium to which these Bylaws are attached.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to Owners of the Condominium Units in the condominium where this corporation has been designated the Association to operate and administer said condominium by virtue of the Declaration of Condominium of said condominium. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership in the

and copies shall be furnished to each Unit Owner upon request.

Section 3. In the event of any conflict between the Rules and Regulations adopted or amended and the Condominium Documents or the Condominium Act, the Condominium Documents or the Condominium Act shall prevail. The provisions of the Declaration shall prevail in any unreconciled conflict arising with respect to interpretation of these Bylaws and the Declaration of Condominium.

#### ARTICLE XVIII. ARBITRATION

All internal disputes arising from operation of the condominium between and among Unit Owners, the Association, their agents and assigns, shall be resolved by reference to voluntary, binding arbitration, pursuant to Florida Statutes and the Rules and Regulations promulgated by the Division of Land Sales and Condominiums of the State of Florida.

#### ARTICLE XIX. USE PERIODS

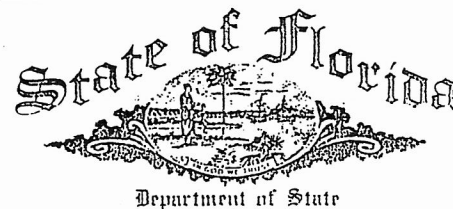
The board of directors of the Association may formulate and proclaimate procedures which owner shall follow in possessing and vacating the condominium units. The Association may also provide for such services as are necessary and convenient for the proper implementation of the "flexible use periods" and "bonus time periods" as set forth under Article V of the Declaration of Condominium. The Association may through proper procedure implement rules and regulations to regulate and control the use of the Condominium units and particularly the procedure and control of the use of Flexible Use Periods. The association may also assign its control and procedure and implementation of the above, including the Flexible Use Periods, to a management entity.

The foregoing By-Laws were adapted as the By-Laws of Islander Beach Club Condominium Association of Volusia County, Inc., at the first meeting of the Board of Directors.

Approved: 6/26/84

Attest:

*James A. Wilcox* (SEAL)  
President  
*James A. Wilcox*  
Secretary



I certify that the attached is true and correct copy of the Articles of Incorporation of ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC., a corporation organized under the laws of the State of Florida, filed on September 6, 1984, as shown by the records of this office.

The Charter number for this corporation is M05029.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
7th day of September, 1984.



CEN-101

*George Firestone*  
George Firestone  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION  
OF VOLUSIA COUNTY, INC.

We, the undersigned, hereby associate ourselves together for the purposes of forming a corporation not for profit under the laws of the State of Florida, pursuant to Florida Statutes Chapter 617, and hereby certify as follows:

ARTICLE I

The name of the corporation shall be Islander Beach Club Condominium Association of Volusia County, Inc.

ARTICLE II

The general purpose of this corporation not for profit shall be as follows:

To be the "Association" (as defined in the Condominium Act of the State of Florida, Florida Statute Chapter 718, and the Florida Real Estate Time-Sharing Act, Florida Statute Chapter 721), for the operation of all phases of the condominium known as Islander Beach Club Resorts, a condominium, at New Smyrna Beach, Florida, to be created pursuant to the provisions of the Condominium Act, and the Florida Real Estate Time-Sharing Act, and as such Association, to operate and administer said condominium and its phases and to carry out the functions and duties of said condominium and its phases, as set forth in the Declaration of Condominium establishing said condominium and the exhibits attached thereto.

ARTICLE III

All persons who are Owners of Condominium Units within said condominium shall automatically be members of this corporation. Such membership shall automatically terminate when such person is no longer an Owner of a Condominium Unit. Membership in the corporation shall be limited to such Condominium Unit Owners.

Persons who own interests in the Condominium Units under a plan of Interval Ownership, as defined in the Bylaws of this corporation and the Declaration of Condominium, shall be members of this corporation and their rights and duties shall be defined as set forth in the Declaration of Condominium.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Condominium that shall be filed for said condominium and its phases among the public records of Volusia County, Florida.

ARTICLE IV

This corporation shall have perpetual existence.

ARTICLE V

The names and residences of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
L. D. Wilcox	1601 South Atlantic Avenue New Smyrna Beach, Florida
Joanne M. Moskal	1601 South Atlantic Avenue New Smyrna Beach, Florida
Ronald L. Luke	1601 South Atlantic Avenue New Smyrna Beach, Florida

ARTICLE VI

Section 1

The affairs of the corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified in the Bylaws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one year or until their successors shall be elected and shall qualify. Provisions for such election, and provisions for the removal, disqualification and resignation of Directors and for filling vacancies on the Board of Directors, shall be established by the Bylaws.

Section 2

The principal officers of the corporation shall be the President, Vice-President, Secretary and Treasurer who shall be elected from time to time and in the manner set forth in the Bylaws. The Secretary and Treasurer may be combined and the position may be held by one person.

ARTICLE VII

The names of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration of Condominium and the Bylaws, are as follows:

L. D. Wilcox	President
Ronald L. Luke	Vice-President
Joanne M. Moskal	Secretary
L. D. Wilcox	Treasurer

ARTICLE VIII

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

Joanne M. Moskal	1601 South Atlantic Avenue New Smyrna Beach, Florida
L. D. Wilcox	1601 South Atlantic Avenue New Smyrna Beach, Florida
Ronald L. Luke	1601 South Atlantic Avenue New Smyrna Beach, Florida

ARTICLE IX

The Bylaws of the corporation shall initially be made and adopted by its first Board of Directors. Prior to the time the real property and improvements have been submitted to condominium ownership by filing of the Declaration of Condominium, said first Board of Directors shall have full power to amend, alter, rescind or modify said Bylaws by a majority vote. After the real property and improvements have been submitted to condominium ownership by filing the Declaration of Condominium,

the Bylaws may be amended, altered, modified or supplemented by a vote of the membership as set forth in the Bylaws.

ARTICLE X

These Articles of Incorporation may be amended from time to time by a 33-1/3% vote of the members of the corporation provided said vote is taken in a regular or special meeting of the corporation after proper notice of said meeting has been duly given.

ARTICLE XI

This corporation shall have all of the powers as set forth in Florida Statutes Chapter 617 or its successor, together with all the powers set forth in the Condominium Act of the State of Florida and the Florida Real Estate Time-Sharing Act and all powers granted to it by the Declaration of Condominium with exhibits attached thereto, including the power to contract for the management of the condominium and recreational facilities, if any.

ARTICLE XII

This corporation shall not issue shares of stock and no dividend and no part of the income of the corporation shall be distributed to its members, directors or officers. Excess receipts over disbursements, if any, shall be applied against future expenses and reserves as appropriate. The corporation may compensate in a reasonable manner its members, directors or officers for services rendered, may confer benefits upon its members in conformity with its general purposes and upon dissolution or final liquidation may make distribution to its members as is permitted by the Court having jurisdiction thereof and no payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

## ARTICLE XIII

The street address of the initial registered office of this corporation is 1601 South Atlantic Avenue, New Smyrna Beach, Florida, and the name of the initial registered agent of this corporation at that address is Lawrence D. Wilcox.

IN WITNESS WHEREOF, the subscribers hereto have set their hands and seals this 27th day of JUNE, 1984.

Lawrence D. Wilcox (SEAL)  
LAWRENCE D. WILCOX, Subscriber

Joanne M. Moskal (SEAL)  
JOANNE M. MOSKAL, Subscriber

Ronald L. Luke (SEAL)  
RONALD L. LUKE, Subscriber

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Before me, the undersigned authority, personally appeared LAWRENCE D. WILCOX, JOANNE M. MOSKAL and RONALD L. LUKE, as subscribers who after being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation of ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC., a Florida corporation not for profit, for the purposes therein expressed.

Witness my hand and official seal at the State and County aforesaid this 27th day of JUNE, 1984.

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires September 28, 1987  
Bonded by KFLAHS INSURANCE AGENCY, INC.

Margaret B. Rozier  
Notary Public  
State of Florida at Large

My commission expires:

## ACCEPTANCE BY REGISTERED AGENT

The Undersigned, having been named to accept service of process for the above stated corporation, at the place designated in the foregoing Articles of Incorporation, hereby accepts to act in this capacity and agrees to comply with the provisions of Section 48.091, Florida Statutes, and all other provisions thereof, relative to keeping open said office.

Lawrence D. Wilcox  
LAWRENCE D. WILCOX

RENEWABLE MANAGEMENT AGREEMENT  
BETWEEN

ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION  
OF VOLUSIA COUNTY, INC.

AND

C. I. RESORTS MANAGEMENT CORP.

THIS AGREEMENT, made and entered into this 13th day of February, 1984, by and between C. I. RESORTS MANAGEMENT CORP., a Florida corporation (hereinafter called the "Management Firm"), and ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC., a Florida corporation not-for-profit (hereinafter called the "Association"), which said terms shall be deemed to extend to and include the legal representatives, successors and assigns of the parties hereto.

## WITNESSETH:

WHEREAS, the Association desires to enter into a Management Agreement for the management of the Islander Beach Club Resorts, a timeshare condominium, and

WHEREAS, the Management Firm desires to furnish such management services upon the terms and conditions contained herein,

THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The terms used in this Management Agreement shall be defined as said terms are defined and used in the Florida Statutes Chapters 718 or 721 or the Declaration of Condominium of Islander Beach Club Resorts, a condominium.
2. The Association does hereby employ the Management Firm as the exclusive manager of the condominium property and the management firm hereby accepts such employment, notwithstanding that the Association and management firm are both controlled by the Developing Interest as provided in Article XXI of the Declaration of Condominium.
3. The term of this Agreement shall commence as of the date of execution hereof and shall terminate, unless otherwise terminated earlier pursuant to the provisions hereinafter set forth, upon three (3) years from the date of execution hereof. Thereafter, it shall be automatically renewed for successive three (3) year periods, or this Management Agreement may be terminated by the Owners voting to discharge the Management Firm, by a vote conducted by the Board of Owners' Association, which vote shall require 66% of the Owners voting, which shall be at least 50% of all votes allocated to Owners, which vote shall be to discharge the Management Firm. In the event the Management Firm is discharged, the Board of Directors of the Owners' Association shall be responsible for obtaining another management entity. Additionally, this Management Agreement may be terminated by the Management Firm upon written notification to the Association, which written notice shall be submitted a minimum of thirty (30) days prior to expiration of any renewable term.
4. The Management Firm shall perform by way of illustration and all persons necessary to be employed in order to properly maintain and operate the condominium, and cause to be discharged all persons unnecessary or undesirable.
  - (a) Cause to be hired, paid and supervised, a manager and all persons necessary to be employed in order to properly maintain and operate the condominium and cause to be discharged all persons unnecessary or undesirable.

EXHIBIT F TO DECLARATION OF CONDOMINIUM

25. Formulate and proclaim procedures which owner shall follow in possessing and vacating the condominium units. Provide administrative and such other services as are necessary to or convenient for the implementation of the "Flexible Use Periods" and Bonus Time Program as set forth in Article V of the Declaration of Condominium. Refer to Exhibit A and B concerning Flexible Time Reservation request forms and Flexible Time Reservation confirmation.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals and have caused these presents to be signed respectively by their proper Officer(s), and their respective Corporate Seals have been duly affixed this 28th day of JUNE, 1984.

Signed, sealed and delivered in the presence of:

James M. Thacker  
James M. Thacker

C.I. RESORTS MANAGEMENT CORP.

By: L. D. Wilcox (SEAL)  
L. D. WILCOX, President

James M. Thacker  
James M. Thacker

ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC.

By: L. D. Wilcox (SEAL)  
L. D. WILCOX, President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared L. D. WILCOX, to me well known to be the person described in and who executed the foregoing instrument as President of C. I. RESORTS MANAGEMENT CORP., a Florida corporation, and he acknowledged that he executed such instrument as President and that the seal affixed thereto is the Corporate Seal of the corporation and that it was affixed to this instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at the County and State aforesaid, this 28th day of JUNE, 1984.

Margaret E. Roman  
Notary Public  
State of Florida at Large  
My commission expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires September 29, 1987  
Issued by Notary Insurance Agency, Inc.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared L. D. WILCOX, to me well known to be the person described in and who executed the foregoing instrument as President of ISLANDER BEACH CLUB CONDOMINIUM ASSOCIATION OF VOLUSIA COUNTY, INC., a Florida corporation, not-for-profit, and he acknowledged that he executed such instrument as President and that the seal affixed thereto is the Corporate Seal of the corporation and that it was affixed to this instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at the County and State aforesaid, this 28th day of JUNE, 1984.

Margaret E. Roman  
Notary Public  
State of Florida at Large  
My commission expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires September 29, 1987  
Issued by Notary Insurance Agency, Inc.



**ADDENDUM TO  
CONDOMINIUM DOCUMENTS  
Phase VII thru X**

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
ISLANDER BEACH CLUB RESORTS, PHASE I, A CONDOMINIUM  
FOR THE PURPOSE OF ADDING PHASE X AND UPDATING DOCUMENTS

This Amendment, made and entered into this \_\_\_\_ day of September, 1987, by the Developer, ISLANDER RESORT, a Joint Venture via ISLAND BEACH, INC., a Washington Corporation, the managing joint venturer, herein referred to as the "Developer."

W I T N E S S E T H:

WHEREAS, Developer has executed and caused to be recorded in the public records of Volusia County, Florida, the Declaration of Condominium of ISLANDER BEACH CLUB RESORTS, PHASE I, a Condominium, being dated September 5, 1984, and recorded in Official Records Book 2603 Page 404/502 (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article XXIII of the said Declaration, and in accordance with Section 718.403, Florida Statutes, Developer has the right to add additional Phases to the Condominium; and

WHEREAS, Developer desires to execute this Amendment for the purpose of adding Phase X to the Condominium consisting of nine (9) whole-time units so that the Phase Condominium, as amended, will consist of ninety-one (91) whole time units and in the event each whole time unit in Phase X is committed to Time-Share estates, each whole time unit will contain 52 Time-Share weeks resulting in 468 Time-Share unit weeks in Phase X and a total of 4732 Time-Share unit weeks in the phase condominium. An additional 53rd week may be created every six (6) years in each whole time unit committed to Time-Share estates based on the Georgian calendar and will also be considered a Time-Share unit week. There are 51 Time-Share unit weeks per whole time unit in the Time-Share Plan. Estimated completed date for Phase X is December 1987; and

NOW, THEREFORE, for and in consideration of the covenants herein contained and contained in the said Declaration of Condominium, the Developer hereby executes this Amendment for the purpose of declaring that ISLANDER BEACH CLUB RESORTS, PHASE X, a Condominium, as described in Article XXIII of the said Declaration, be and is hereby made a part of the phase development of ISLANDER BEACH CLUB RESORTS, a Phase Condominium, subject to and in accordance with the terms of the said Declaration. Attached hereto is the Certification of Daniel

W. Cory, a registered Florida surveyor, certifying the substantial construction of improvements, legal description of Phase X (south half of 5th floor) and the location and identification of units and common elements, and survey of improvements in which the units are located, and the floor plans, and Joinder of Mortgagees consenting to the execution of Phase X to the Declaration of Condominium of ISLANDER BEACH CLUB RESORTS, a Phase Condominium, and the percent of fractional interest of each whole time unit and each time share unit week in the appurtenant common elements, common expense, and common surplus.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed in its name by its officer duly authorized on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

ISLANDER RESORT, A JOINT VENTURE  
by its Managing Venturer

ISLAND BEACH, INC.

By: \_\_\_\_\_  
Its Vice President

STATE OF FLORIDA )

COUNTY OF VOLUSIA )

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 1987, by \_\_\_\_\_, Vice President of ISLAND BEACH, INC., managing venturer partner of ISLANDER RESORTS, a joint venture, on behalf of the joint venture and as a free and voluntary act as authorized by the joint venture.

Notary Public  
State of Florida at Large

My Commission expires:

JOINDER BY MORTGAGEE TO THE  
DECLARATION OF CONDOMINIUM FOR  
ISLANDER BEACH CLUB RESORTS, PHASE X, A CONDOMINIUM

INTERWEST SAVINGS BANK (hereinafter referred to as "Mortgagee"), the owner and holder of a Mortgage (the "Mortgage") recorded in Official Record Book 2814 page 379, dated April 30, 1986, Public Records of Volusia County, Florida, including the parcel particularly described on Exhibit A to the Declaration of Condominium of ISLANDER BEACH CLUB RESORTS, PHASE X, A CONDOMINIUM, hereby joins in the making of said Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE X, A CONDOMINIUM, and agrees that the lien of the Mortgage shall with respect to the parcel described on said Exhibit A, be upon all of the Units of ISLANDER BEACH CLUB RESORTS, PHASE X, A CONDOMINIUM, together with all of the appurtenances thereto, including but not limited to, the Common and Limited Common Elements.

The execution hereof by Mortgagee is for the sole purpose of consenting to the making of the Declaration of Condominium, as such consent is required by Florida Statutes, Chapter 718, and nothing contained herein shall be construed as subordinating the Mortgage to any lien rights or other provisions of the Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE X, A CONDOMINIUM, or the Exhibits thereto, nor shall the execution hereof affect the lien or priority of the Mortgage.

IN WITNESS WHEREOF, INTERWEST SAVINGS BANK has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

INTERWEST SAVINGS BANK

By: \_\_\_\_\_  
Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing joinder by Mortgagee to the Declaration of Condominium for ISLANDER BEACH CLUB RESORTS, PHASE X, A CONDOMINIUM, was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by \_\_\_\_\_, authorized representative of INTERWEST SAVINGS BANK.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

CERTIFICATE OF SURVEYOR AND FLOOR PLANS

EXHIBIT 1-A  
TO  
AMENDED  
DECLARATION OF CONDOMINIUM

CERTIFICATE OF SURVEYOR

I, DANIEL W. CORY, of New Smyrna Beach, Florida, certify as follows:

1. I am a surveyor authorized to practice in the State of Florida, my surveyor's registration number is 2027.

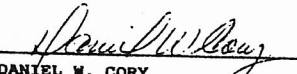
2. This Certificate is made as to ISLANDER BEACH CLUB RESORTS, PHASE X, A CONDOMINIUM, which consists of only the South half of the fifth (5th) floor of the ISLANDER BEACH CLUB RESORTS, located at 1601 South Atlantic Avenue, New Smyrna Beach, Florida and being a portion of the following legal description:

Lots 1 through 10, inclusive, Block 7, F. C. Austin's Subdivision according to the map or plat thereof recorded in Map Book 1, page 127 of the Public Records of Volusia County, Florida together with that part of Hill Street which lies Southerly of the North line of Lot 10, extended Easterly to where it intersects with the North line of Lot 1 and which lies Northerly of the South line of Lot 7, extended Easterly to a point where it intersects with the South line of Lot 6, all being in Block 7, Coronado Beach Subdivision as per map recorded in Map Book 5, page 83 of the Public Records of Volusia County, Florida, (F. C. Austin's Subdivision according to map recorded in Map Book 1, page 127, Public Records of Volusia County, Florida), including shore, littoral, riparian rights and accretions.

3. The undersigned has examined the survey, graphic description and particularly the plot plan comprising Exhibit 1-A to the Amended Declaration of Condominium of ISLANDER BEACH CLUB RESORTS, PHASE A CONDOMINIUM, showing the location of the building.

4. The construction of the condominium is substantially complete; the survey and plot plan included in said Exhibit 1-A to the Amended Declaration of Condominium are accurate representations of the location and dimensions of the improvements, so that together with the wording of the Declaration, the identification, location and dimensions of the common elements and of each unit can be determined from said materials.

DATED: Aug 13, 1987

  
DANIEL W. CORY  
FLA. REG. SURVEYOR 2027

## PERCENTAGE OF OWNERSHIP

Exhibit "1-B"  
to  
Amended  
Declaration Of Condominium

PERCENTAGE OF OWNERSHIP  
FOR  
ISLANDER BEACH CLUB RESORTS, PHASE X

EACH UNIT WITHIN ISLANDER BEACH CLUB RESORTS, PHASE X, A CONDOMINIUM, SHALL HAVE A 1/91ST INTEREST IN AND TO THE TOTAL FRACTIONAL SHARE OF THE COMMON ELEMENTS AND COMMON SURPLUS, HENCE EACH UNIT WITHIN ISLANDER BEACH CLUB RESORTS, PHASE X, SHALL BE RESPONSIBLE FOR 1/91ST OF THE COMMON EXPENSES. IN THE EVENT, HOWEVER, THAT FUTURE PHASES ARE ADDED THE PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS, SURPLUS, AND COMMON EXPENSES OF EACH UNIT IN ISLANDER BEACH CLUB RESORTS, PHASE X, WILL DECREASE PER THE TOTAL NUMBER OF UNITS COMMITTED TO PHASE DEVELOPMENT AS FROM TIME TO TIME MAY BE ADDED.

PERCENTAGE INTEREST IN UNITS  
COMMITTED TO INTERVAL OWNERSHIP

Each Condominium Unit is identified by numbers and is delineated on the Survey Exhibits collectively identified as Exhibit No. A. For Units committed to Interval Ownership, each Owner thereof shall have a percentage interest therein with respect to the other owners of Unit Weeks in the same Unit as follows:

<u>Week Numbers Owned</u>	<u>Percentage Share for Each Unit Week Owned</u>
1 - 52	1.92307
53	0.00036