

This instrument prepared by and )  
 should be returned to: )  
 )  
**Elizabeth A. Lanham-Patrie**, Esquire )  
 Becker & Poliakoff, P.A. )  
 111 North Orange Ave. )  
 Suite 1400 )  
 Orlando, FL 32801 )  
 (407) 875-0955 )  
 )  
 )

**CERTIFICATE OF FIRST AMENDMENT TO  
 AMENDED DECLARATION OF CONDOMINIUM OF  
 SEA COAST MANAGEMENT NO. 3., INC.**

**WHEREAS**, the Declaration of Condominium was originally recorded at Official Records Book 1414, Page 394 of the Public Records of Volusia County, Florida ("Original Declaration"); and

**WHEREAS**, the Original Declaration was completely amended and restated by the Amended Declaration of Condominium of Sea Coast Management No. 3., Inc., recorded at Official Records Book 3907, Page 4396 of the Public Records of Volusia County, Florida ("Amended Declaration"); and

**WHEREAS**, pursuant to Article XXX of the Amended Declaration, an amendment to the Amended Declaration must be approved by the affirmative vote of the members owning not less than three-fourths (3/4ths) of the PRIVATE DWELLINGS in the CONDOMINIUM, in person or by proxy, at a Special Meeting of the Members.

**NOW THEREFORE**, the Board of Directors hereby certifies that the First Amendment to the Amended Declaration of Condominium of Sea Coast Management No. 3., Inc., set forth below, amending Articles III, XX, XXI and XXII, was properly approved by the Members at a Special Members' Meeting held on **July 18, 2020**.

1. Article III is hereby amended as follows:

**III**

**PRIVATE DWELLINGS, COMMON PROPERTY  
 AND  
LIMITED COMMON PROPERTY**

The CONDOMINIUM consists of PRIVATE DWELLINGS, COMMON PROPERTY AND LIMITED COMMON PROPERTY, as said terms are hereinafter defined.

PRIVATE DWELLINGS, as the term is used herein, shall mean and comprise the separate and numbered Dwelling Units which are designated in Exhibit "A" to this Declaration

Additions to the text are indicated in **bold underline**; deletions by ~~strikeout~~.

of Condominium, excluding, however, all spaces and improvements lying between the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each Dwelling Unit, and further excluding all spaces and improvements lying between the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to PRIVATE DWELLINGS AND COMMON PROPERTY.

COMMON PROPERTY, as the term is used herein, shall mean and comprise all of the real property, improvements, and facilities of the CONDOMINIUM other than the PRIVATE DWELLINGS, as same are hereinabove defined, and shall include easements through PRIVATE DWELLINGS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to PRIVATE DWELLINGS and COMMON PROPERTY and easements of support in every portion of a PRIVATE DWELLING which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such PRIVATE DWELLINGS.

LIMITED COMMON PROPERTY, as the term is used herein, shall mean and comprise that portion of the COMMON PROPERTY consisting of the number of separate and designated parking spaces, as specifically identified on Exhibit "A" hereto attached, as to each of which said parking spaces a right of exclusive use may be reserved as an appurtenance to a particular PRIVATE DWELLING, as hereinafter described. **Further, to the extent the following items are not part of the Private Dwelling, they shall also be considered LIMITED COMMON PROPERTY: the HVAC system, which includes all components that service one PRIVATE DWELLING; all windows, including all frames, locks and operating mechanism appurtenant thereto, as well as trim; and all doors, including all door casings, locks and operating mechanism thereto.**

2. *Article XX is hereby amended as follows and to include the additional reference of Limited Common Property to the title:*

**XX**

**MAINTENANCE AND REPAIR BY OWNERS  
OF PRIVATE DWELLINGS AND LIMITED COMMON PROPERTY**

The owner of each PRIVATE DWELLING must promptly correct any condition which, if left uncorrected, would adversely affect the apartment building or any part, thereof belonging to another PRIVATE DWELLING owner. If the building or any other PRIVATE DWELLING owner should sustain damages because of another owner failing to correct the condition within his premises, such owner shall be liable and responsible for the damages and liability which his action or nonaction occasioned. The owner of each PRIVATE DWELLING shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his PRIVATE DWELLING and which may now or hereafter be situated in his PRIVATE DWELLING. **In addition, the owner of each PRIVATE DWELLING shall be liable and responsible for the maintenance, repair and**

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replacement, as the case may be, of THE LIMITED COMMON PROPERTY: HVAC system, windows, including all frames, locks and operating mechanism appurtenant thereto, as well as trim; and all doors, including all door casings, locks and operating mechanism thereto, as identified in Article III above. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all interior wall, ceiling and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his PRIVATE DWELLING. **Any maintenance, repair and replacement accomplished by the owner as defined in this article will be in accordance with guidelines duly established by the ASSOCIATION, as amended from time to time.** Wherever the maintenance, repair and replacement of any items for which the owner of a PRIVATE DWELLING is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, or the Insurance Trust hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement; ~~except that the owner of such PRIVATE DWELLING shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.~~

3. *Article XXI is hereby amended as follows:*

**XXI**  
**MAINTENANCE AND REPAIR OF COMMON PROPERTY**  
**AND LIMITED COMMON PROPERTY BY ASSOCIATION**

The ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON PROPERTY and LIMITED COMMON PROPERTY, **except for the LIMITED COMMON PROPERTY as provided in Article XX above,** including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON PROPERTY and the LIMITED COMMON PROPERTY for the furnishing of utility services to the PRIVATE DWELLINGS and said COMMON PROPERTY and LIMITED COMMON PROPERTY, and should any incidental damage be caused to any PRIVATE DWELLING by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair or replacement of any COMMON PROPERTY, the said ASSOCIATION shall, at its expense, repair such incidental damage.

4. *Article XXII, the title to Article XXII is hereby amended as follows by adding the reference to Parking Spaces, the rest of the Article shall remain unchanged:*

**XXII**  
**LIMITED COMMON PROPERTY**  
**(PARKING SPACES)**

(Signatures on Next Page)

Additions to the text are indicated in **bold underline**; deletions by ~~strikeout~~.

Executed at New Smyrna Beach (city), Volusia County, Florida, on this the 24 day of July, 2020.

Signed and delivered in the presence of:

[Signature]  
Printed Name: Sheila McCollum  
[Signature]  
Printed Name: Hali Weeks

**SEA COAST MANAGEMENT NO. 3., INC.**

By: [Signature]  
Printed Name: Randy Harpe  
Title: President

(CORPORATE SEAL)

[Signature]  
Printed Name: Sheila McCollum  
[Signature]  
Printed Name: Hali Weeks

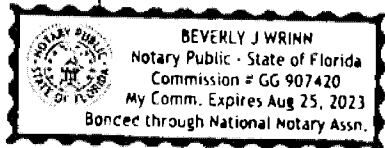
ATTEST:

By: [Signature]  
Printed Name: Dianne Fix  
Title: Secretary

STATE OF FLORIDA,  
COUNTY OF Volusia. The foregoing instrument was acknowledged (x) by means of physical presence or ( ) online notarization before me this 24th day of July, 2020, by Randy Harpe, and Dianne Fix

as President and Secretary, respectively, of **SEA COAST MANAGEMENT NO. 3., INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They  are personally known to me or [ ] have produced \_\_\_\_\_ as identification.

WITNESS my hand in the County and State last aforesaid on this 24th day of July, 2020.



[Signature]  
Notary Public - State of Florida  
Print Name: Beverly J. Wrinn

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