

**PREFACE TO CHANGE OF ORMONDY CONDOMINIUM AMENDMENTS  
TO THE DECLARATION AS ORIGINALLY RECORDED IN  
MAP BOOK 267 - PAGE 40799**

**STATEMENT OF THE PROBLEM:**

It can be seen from Paragraph 3.6, (3) of the Declaration that all windows and doors are part of the unit. It can also be seen, from Paragraph 6.1 of the Declaration, that the Association is responsible for major repairs and replacement of each units doors and windows. Paragraph 6.1 goes on to say all costs of major repair or replacement will be an Association expense. Since window and door replacement costs vary from \$14,000 on a "G" unit, to less than \$6,000 on an "A" unit. There is no way to fairly apportion cost by assessing all unit owners to bear 1/71 of the cost of a single owner's windows and doors for his use to the exclusion of all other unit owners. It is not reasonable and would not be in compliance with apportionment of costs as detailed in our Declaration of Condominium. See Paragraph 4.1, Paragraph 5.0 and Exhibit B to support this statement.

**CONCLUSION:**

The Association must amend Paragraph 2.4 of the Declaration to say the Association will fulfill its obligation under Paragraph 6.1 for major repair or replacement and pay the vendor from the common expense. After completion of the work and inspection report satisfactory to the Board, the Board will pay the vendor from the Association expense. The Board will then assess the unit owner for changes funded by Association funds on his behalf and for his interest to the exclusion of all other unit owners. The Board will design a set of forms to be signed by the unit owner and the Association before work begins. This statement will be signed whether the replacement is at the owner's request or the responsibility of the Association because the windows and doors have been condemned as unrepairable by a competent outside source.

FLORIDA STATUTES 718 - Par. 110 - (5) is our authority to make this amendment of our documents. (5) If it appears that through a scrivener's error, the unit has not been designated as owning an appropriate undivided share of the common elements or does not bear an appropriate share of the common expense or that all the common expense of interest in the common surplus or all of the common elements in the condominium have not been distributed in the Declaration, so that the sum total of the shares of common element which have been distributed or the sum total of the shares of the common expense or ownership of common surplus fails to equal one hundred percent, or if it appears that more than one hundred percent of common element or common expense of ownership of the common surplus have been distributed, the error may be corrected by filing an amendment to the Declaration approved by the Board of Administration or a majority of the unit owners.

## ADDENDUMS FROM THE ORMONDY DECLARATION

### 1. Page 1 - Declaration – Map Book 267 Page 40801

Paragraph 2.3. Common Element means the portion of the condominium property not included in the unit.

### 2. Page 2 – Declaration – Map Book 267 Page 40802

Paragraph 2.4. Common Expense. Except for special assessments pursuant to Paragraph 9.2 (d) (1) and Paragraph 9.2 (e) (3) and (11) hereof, common expense means all expense and assessments properly incurred by the Association for the Condominium included but not limited to the following:

- (a) Expense of administration and management of the condominium property.
- (b) Expense of maintenance, limited common element, and other parts of the units to be maintained by the Association.

### 3. Page 3 – Declaration – Map Book 267 Page 40803

Paragraph 2.9. Limited Common Elements. Limited Common Elements means those common elements which are reserved for the use of a certain unit to the exclusion of all others. Any reference made to Common Element in the provisions of this Declaration or in the Articles of Incorporation or By-Laws of the Association is meant to include Limited Common Elements unless the latter is excepted or dealt with separately.

### 4. Page 4 – Declaration – Map Book 267 Page 40804

Paragraph 2.11. Unit. Unit means a part of the condominium property which is subject to exclusive ownership.

### 5. Page 8 – Declaration – Map Book 267 Page 40808

Paragraph 3.6. (3) Exterior Parametrical Boundary. The exterior parametrical boundary of each unit shall be the vertical plane of each part of the unfinished interior concrete surface of the exterior walls, extending to an intersection with each part of each other and extending to an intersection with each part of the upper or lower boundaries. Where a unit has a balcony, the balcony shall be deemed part of the unit.

### 6. Page 9 – Declaration – Map Book 267 Page 40809

Paragraph 3.7. Common Element. The Common Elements shall include the portions of the condominium property not included in the units, as defined in Paragraph 2.3 and shown in "Exhibit A".

7. Page 10 – Declaration – Map Book 267 Page 40810

Paragraph 4.1. Common Elements. Each Unit Owner shall own an undivided share in the Common Elements, which share shall be an appurtenance to each Unit. The undivided share in the Common Elements appurtenant to each Unit is designated and set forth in Exhibit B or this Declaration, which is attached hereto and made a part hereof.

Paragraph 4.2. Limited Common Elements. Except as otherwise provided in Paragraph 4.3 the Limited Common Elements shall consist of 71 parking spaces as shown on Exhibit A hereto. The extent of the right of each Unit Owner to use the Limited Common Elements shall be as follows:

(a) Parking Spaces. Except as otherwise provided herein and in Paragraph 4.3, each Unit Owner shall have the exclusive right of use of one underground parking space, which right shall be an appurtenance to the Unit of each Unit Owner. The underground parking space to each Unit shall be shown and identified by number, which number corresponds to the number of each Unit.

Paragraph 5. Liability for Common Expenses and Interest in Common Surplus. Each Unit Owner, including the Developer so long as it shall own any Units, shall be liable for a proportionate share of the Common Expenses, such share being identical to the undivided share of each Unit Owner in the Common Elements. Each Unit Owner shall have an interest in the common surplus of the Association, such interest being identical to the undivided share of each Unit Owner in the Common Elements. Such interest in the common surplus does not, however, include the right to withdraw, require payment or distribution of the common surplus.

8. Page 11 – Declaration – Map Book 267 Page 40811 through 40812

Paragraph 6.1. Maintenance, Repair and Replacement, Association. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements provided that any maintenance, repair or replacement to the exposed Common Elements shall not result in a change to the appearance of the Building different from its appearance as originally constructed. The Association shall also be responsible for the maintenance, repair and replacement of conduits, ducts, plumbing lines, wiring and other equipment located within a Unit, provided each of the preceding are utilized for the purpose of furnishing Utility Services to part or parts of the Building other than the Unit within which located or are utilized for the purpose of furnishing Utility Services to more than one Unit. The Association shall further be responsible for, and

Unit Owners shall not undertake, the maintenance, repair or replacement, except for routine maintenance, minor repairs or minor replacements which shall be the responsibility and costs of each Unit Owner, of certain exterior exposed parts of each Unit, such parts being the exterior glass windows, the exterior glass doors, the exterior panels and, the exterior surfaces which vertically and horizontally face the balcony areas of each Unit, provided that any routine maintenance, minor replacements by Unit Owners and any maintenance, repair or replacement of such exterior glass doors, exterior glass windows, exterior panels, parapet walls and exterior surfaces by Association shall not result in a change to the appearance of the Building different from its appearance as originally constructed and, further, provided that, where such exterior surfaces cannot be maintained, repaired or replaced, except by maintenance, repair or replacement of the surface beneath such exterior surfaces. The Association shall further be responsible for all incidental damage to a Unit by reason of any maintenance, repair or replacement undertaken by it pursuant to all of the preceding. All costs associated with the Association's responsibilities of maintenance, repair and replacement shall be a Common Expense. If a dispute should occur as to whether maintenance is routine or a repair or a replacement is minor, the Board of Directors of the Association shall decide the question and their decision shall be binding and conclusive upon all Unit Owners.