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 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 08/03/2007 07:34:25 AM
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PREPARED BY & RETURN TO:
 SCOTT M. PRICE, ESQUIRE
 ZIMMERMAN, KISER & SUTCLIFFE, P.A.
 315 E. Robinson Street, Suite 600
 Orlando, FL 32801
 Phone (407) 425-7010

**AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM
 OF**

ORLANDO - APOPKA AIRPORT, A COMMERCIAL LAND CONDOMINIUM

This AMENDMENT is made this ²⁴ day of July, 2007, by ORLANDO COUNTRY AVIATION SERVICES, INC., a Florida corporation ("Developer").

WHEREAS, The Declaration of Condominium of Orlando - Apopka Airport, a Commercial Land Condominium ("Declaration") was recorded in O.R. Book 7431, page 1846 of the Public Records of Orange County, Florida; and

WHEREAS, ORLANDO COUNTRY AVIATION SERVICES, INC. is the Developer as described in the Declaration; and

WHEREAS, pursuant to Article XIV, Section 4 of the Declaration, the Developer may amend the Declaration; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Article VI, Section 5.** Article VI, Section 5 is hereby created to provide as follows:

Section 5. Developer Guaranty. Pursuant to Chapter 718, the Developer guarantees to each Owner of a Unit in the Condominium that from the recording of the Declaration through December 31, 2007, that Developer shall pay the difference between the actual Common Expenses less the sum of the amount of operating assessments collected from all Owners other than Developer. In consideration of this guaranty, the Developer is excused from the payment of its share of the Common Expenses which otherwise would have been assessed against its unsold Units in the Condominium during the term of the guaranty. The actual amount of the Developer guaranty to be paid by Developer will be equal to the amount necessary to pay the difference between the actual expenses less the sum of the amount of operating assessments collected from all Owners. As a consequence of this exemption, the Developer will pay any amount of Common Expenses incurred each estimated budget year which exceed the total revenues for the Master Association or a Building Associations, including guaranteed assessments collected from Owners for such estimated budget year, for so long as the guaranty remains in effect. However, any Common Expenses incurred during the guarantee period resulting from a natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, will be assessed against all Owners owning Units on the date of such natural disaster or act of God, including the Developer, provided that during any period of time the Developer controls the Association pursuant to §718.301, Florida Statutes, the Association maintains all insurance coverages required by §718.111(11)(a), Florida Statutes. The Developer reserves the right, but not the obligation, to

unilaterally extend and increase the amount of this guaranty for one or more periods of one year each after the expiration of the initial guaranty period on December 31, 2007.

IN WITNESS WHEREOF, the Developer has executed this Amendment the day and year first above written.

Signed, sealed and delivered in the presence of:

ORLANDO COUNTRY AVIATION SERVICES, INC. , a Florida corporation

Randall A. Somers
Print Name: RANDALL A. SOMERS

By: *James Thompson*
JAMES THOMPSON
PRESIDENT

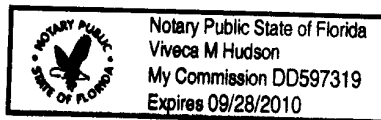
Viveca M. Hudson
Print Name: VIVECA M. HUDSON

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of July, 2007, by JAMES THOMPSON as PRESIDENT of ORLANDO COUNTRY AVIATION SERVICES, INC., a Florida corporation, on its behalf. He/she is personally known to me or has produced _____ as identification.

Viveca M. Hudson
Notary Public

(NOTARY SEAL)



Viveca M. Hudson
Name printed or typed
Commission Number: DD597319
My Commission Expires: 09/28/2010