

Instrument Prepared by:
 Erin Glover-Frey, Esq.
 Kistemaker Business Law Group
 120 East Granada Blvd.
 Ormond Beach, FL 32176

CERTIFICATE OF SECOND AMENDMENT
DECLARATION OF CONDOMINIUM OF SIXTY Vining COURT, A CONDOMINIUM
AND BYLAWS OF SIXTY Vining COURT HOMEOWNERS ASSOCIATION, INC.

The undersigned director of SIXTY Vining COURT HOMEOWNERS ASSOCIATION, INC., the corporation not-for-profit in charge of SIXTY Vining COURT, A CONDOMINIUM, according to the Declaration of Condominium, Sixty Vining Court, a Condominium, as recorded in Official Records Book 2106, Page 21, of the Public Records of Volusia County, Florida (the "DECLARATION"), and as has been amended from time to time, hereby certify that the following amendments to the DECLARATION were approved by a vote of three-fourths (3/4) of the owners of the units at a duly-noticed special meeting of the membership on October 4, 2021. The undersigned further certify that the amendments to the DECLARATION were proposed and approved pursuant to the DECLARATION, Article 8, and applicable law.

The undersigned director of SIXTY Vining COURT HOMEOWNERS ASSOCIATION, INC., the corporation not-for-profit in charge of SIXTY Vining COURT, A CONDOMINIUM, according to the DECLARATION, hereby further certify that the following amendments to the Bylaws of Sixty Vining Court Homeowners Association, Inc. (A Condominium Pursuant to the Condominium Act) (the "BYLAWS") were approved by a vote of owners entitled to exercise 51% of the total voting power of the association, at a duly-noticed special meeting of the membership on October 4, 2021. The undersigned further certify that the amendments to the BYLAWS were proposed and approved pursuant to the BYLAWS, Article 11, Section 1, and applicable law.

(Additions indicated by underlining, deletions by ~~strike-through~~, omitted, unaffected language by . . . or * * *)

DECLARATION OF CONDOMINIUM OF SIXTY Vining COURT, A CONDOMINIUM

* * *

(4.4) The Common Elements. . . . The common elements shall include within its meaning, in addition to the items listed in the Fla. Stat. 718.106(1976), the following items:

* * *

(h) All external walls, floors and ceilings of the units. ~~The internal decorated surfaces of exterior walls, all internal walls and ceiling including decorating, and the decorated floor, including carpeting, of each unit shall be limited common elements for the purpose of providing hazard insurance as set forth in Paragraph 15.2 herein only. The common elements expressly exclude internal walls, floor coverings, wall coverings, including, but not limited to, paint and wallpaper, and ceiling coverings and textures.~~

* * *

(12) Assessments, Liability, Maintenance, Lien and Priority, Interest, Collection: . .

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable administrative fees, late fees, interest at the highest rate permitted by law, and attorney's fees and costs, shall be secured by a lien against the condominium unit, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon the recordation of a claim of lien in Volusia County, Florida, for all sums due, and shall bear interest at the rate of nine percent (9%) per annum the highest rate permitted by law and shall be deemed to be prior to, and superior to the creation of any homestead status for any condominium unit and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of an institutional first mortgage.

* * *

~~(16.5) Mortgage: No unit owner may mortgage his unit or any interest therein without the approval of the Association, except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.~~

* * *

BYLAWS OF SIXTY VINING COURT HOMEOWNERS ASSOCIATION, INC.

* * *

ARTICLE TWO. FORM OF ADMINISTRATION

* * *

Section Seven. Organizational Meeting. The first meeting of each governing board, at least a majority of the members of which have been elected by unit owners other than the developer, shall be held within 45 ten (10) days after the election of such board, . . .

Section Eight. Regular Meeting. Regular meetings of the governing board may be held at such times and places as shall from time to time be determined by the board; provided, however, that at least two such meetings shall be held during each calendar year. . . .

Section Nine: Special Meetings. Special meetings of the governing board may be called by the president, and shall be called by the president or secretary on the written request of at least two (2) board members, on five (5) days' forty-eight (48) hours' notice to each board member, given personally, or by mail, telephone or telegraph email, except for notices of meetings at which a nonemergency special assessment or an amendment to rules regarding unit use will be considered, which notice must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the

condominium property at least 14 days before the meeting. Any such notice shall state the time, place, and purpose of the meeting.

* * *

ARTICLE THREE. OFFICERS

* * *

Section Eight. Compensation. The salaries of all officers shall be fixed by the governing board, and the fact that any officer is a member of the board shall not preclude him from receiving his salary or from voting on any resolution providing for the same.

* * *

ARTICLE FOUR. UNIT OWNERS

* * *

Section Seven. Voting. ... ~~No one person may hold more than five (5) proxies.~~ ...

* * *

ARTICLE FIVE.

Section One. Determination of Common Charges ...

A copy of the proposed budget will be mailed to each unit owner ~~and unit mortgagee~~ not less than ~~three (3)~~ fourteen (14) days prior to the meeting at which the budget will be considered by the board, together with a notice of that meeting.

Section Two. Collection of Assessments. The governing board shall, by suitable written notice, assess common charges against unit owners ~~on the first day of each month, quarterly, on the first day of January, April, July and October, each such assessment covering the next succeeding three months. One third of each assessment shall be payable in advance on the first day of each month.~~ If any such installment remains unpaid for more than ~~thirty (30)~~ ten (10) days from the due date, the governing board will take prompt action to collect it.

* * *

Section Five. Default in Payment of Common Charges. In the event a unit owner shall fail for ~~thirty (30)~~ ten (10) days following the due date thereof, to pay to the governing board the common charges assessed against his unit, such unit owner shall be deemed in default and shall be obligated to pay interest at the ~~legal~~ highest rate permitted by law on such common charges from the due date thereof ~~administrative fees, and late fees,~~ together with all expenses, including reasonable attorneys' fees, incurred by the governing board in connection with the collection of such delinquent assessments and in

any proceeding brought to collect the same, or to foreclose a lien for nonpayment thereof, including on appeal.

* * *

ARTICLE SEVEN. SALES AND LEASES OF UNITS

* * *

Section Three. Right of First Refusal. Any unit owner who receives a bona fide offer for the sale or lease of his unit which he intends to accept, shall give notice to the governing board of the terms of the offer, the name and address of the offeror, and any other such information as the board may reasonably request. The giving of such notice shall constitute a warranty and representation by the unit owner to the governing board that such unit owner believes the offer to be bona fide in all respects, and intends to accept the same. Within five (5) days after receipt of such notice, the governing board may elect, by notice to such unit owner, to purchase or lease the unit, on behalf of all other unit owners, on the same terms and conditions stated in the unit owner's notice. If the governing board or its designee shall fail, within five (5) days to give notice of its intent to purchase or lease the unit, the unit owner shall be free to contract to sell or lease the same to the original outside offeror on the terms and conditions set forth in the original offer.

Section Four. Consent of Unit Owners. The right of first refusal hereinbefore provided may not be exercised by the governing board without the prior approval of a majority of unit owners.

Section Five. Release of Right of First Refusal. The right of first refusal hereinbefore provided may be released or waived by the governing board.

Section Six. Certificate of Termination or Waiver of Right of First Refusal. Any unit owner who has in fact given the notice required in section three of this article, or in respect to whom the provisions of such section have been waived, may request a certificate of termination or waiver, as the case may be, of the right of first refusal. On such request, a certificate of termination or waiver shall be executed and acknowledged by the secretary of the association, and such certificate shall be conclusive on the governing board and the unit owners in favor of all persons relying thereon in good faith.

Section Seven Three. Financing Acquisitions of Units by Governing Board. ...

Section Eight. Exceptions. The right of first refusal hereinbefore provided shall not apply with any respect to any sale or lease of a unit by its owner to his spouse, to any of his or her children, to his or her parent or parents, to his or her brothers or sisters, or to any one or more of them; nor shall any such right apply to any unit owned the developer, or to the acquisition or sale of any unit by a mortgagee acquiring title by foreclosure or by deed in lieu of foreclosure. Nor shall any such right apply to any transfer or conveyance of a unit by gift, by devise, or by intestate succession.

* * *

ARTICLE TEN. MISCELLANEOUS

Section One. Notices. All notices required or permitted to be sent to the governing board shall be sent by registered or certified mail in care of the manager or managing agent, or if there be no manager or managing agent, to the office of the board, or to such other address as the board may, from time to time designate. All notices required or permitted to be sent to any unit owner shall be sent by ~~registered or certified~~ first class mail to the condominium or to such other address as such owner may have designated in writing to the governing board, and by e-mail to such unit owners that have consented to receive notice by electronic transmission at the e-mail addresses designated in writing by such unit owners. ...

* * *

ARTICLE ELEVEN. AMENDMENTS

Section One: Amendments. These bylaws may be amended or supplemented by the vote of unit owners entitled to exercise fifty-one percent (51%) or more of the total voting power of the association at a meeting of unit owners duly called and held for such purpose, ~~but only with the written approval of those mortgagees holding mortgages constituting first liens on fifty one percent (51%) or more of the units.~~ Any such amendment or supplement shall be filed for record in the office in which these bylaws are recorded.

* * *

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, SIXTY VINING COURT HOMEOWNERS ASSOCIATION, INC. on the respective date set forth below.

SIXTY VINING COURT HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

WITNESSES:



Print Name: Tina Ramos



Print Name: Mark Smith

By: James Hayes
Name: James Hayes
Title: President

STATE OF FLORIDA)
) SS
COUNTY OF VOLUSIA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by James Hayes, the President of SIXTY VINING COURT HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. James Hayes is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of February, 2022.



Notary Public, State of Florida at Large



My Commission Expires: 10-28-23

Typed, Printed or Stamped Name of Notary Public

