

STATEMENT OF CONVERSION CONDITIONS

TO WHOM IT MAY CONCERN:

The structure constituting SIXTY VINING COURT, a Condominium, was inspected in June, 1979. The structure inspected was sixteen condominium units contained in one building having two stories and appurtenant facilities.

The date of completion of construction of the building was in May 1973. The structure is of standard concrete block construction. The structures were previously used as rental apartments.

The only experience, education or training of the individual making the required inspections and this report which is relevant is that he has been involved in condominium conversions for the past ten years.

With respect to the roof, mechanical, electrical, plumbing and structural elements of the buildings, the following is correct:

1. Each such element is safe with respect to its intended use.
2. Each such element is sound with no significant areas of deterioration or disrepair.
3. The mechanical, electrical and plumbing elements, function well.
4. Each such element meets the existing building code in every respect.

The structure was inspected for termites on June 11, 1979. No evidence of termite infestation was found as set forth in the attached report.

CONTINENTAL PROPERTIES, LTD., a
Florida Limited Partnership

By: CONTINENTAL PROPERTIES, INC.,
a Florida Corporation and
General Partner

By: Richard Burtel

DECLARATION OF CONDOMINIUM

OF

SIXTY VINING COURT

A CONDOMINIUM

This is a Declaration of Condominium made this 27th day of June, 1979, by CONTINENTAL PROPERTIES, LTD., A Limited Partnership existing under the laws of the State of Florida, hereinafter referred to as the "Developer" for itself and its successors, grantees, and assigns, wherein the Developer makes the following declarations:

WHEREAS, the Developer desires to submit property to condominium use;

NOW THEREFORE, the Developer submits property to condominium use, as follows:

(1) Purpose: The purpose of this Declaration is to submit the land described in this instrument and improvements on such lands to the condominium form of ownership and to use in the manner provided in Chapter 718, Florida Statutes, 1978, hereinafter called the "Condominium Act".

This instrument prepared by
BERRIEN BECKS, JR. of
BECKS & BECKS
Post Office Drawer 2140
Daytona Beach, Florida 32015

(1.1) Name and Address: The name of which this condominium is to be identified is SIXTY VINING COURT, A Condominium, located at 60 Vining Court, Ormond Beach, Florida.

(1.2) The Land: The land owned by Developer which by this instrument is submitted to the condominium form of ownership is the following described land, lying in the County of Volusia, State of Florida.

The Southerly 150' of the property described as follows: Beginning at a point in the Southerly line of the Granada Avenue within the City of Ormond Beach, said point being North 67° East and 1510' distant from a railroad rail set in the Easterly shore line of the Halifax River and in the South line of Granada Avenue, said point being 190' distant from the Northeast corner of the lands formerly owned by the Worthy and Hubbard Estate measured along the South line of said Granada Avenue in an Easterly direction and said point being further in the Northeast corner of Lot 24, of a recorded Plat of Assessor's Ormond Beach; thence South 22° East and along the Easterly line of said Lot 24 and a continuation thereof, a distance of 600'; thence South 67° West a distance of 190' to the Southeast corner of Lot 13 of Assessor's Ormond Beach; thence North 22° West and along the Easterly line of said Lot 13 and continuation thereof, a distance of 400'; thence Easterly a distance of 10' more or less to the Southwest corner of Lot 25-B of Assessor's Ormond Beach; thence North-erly and along the Westerly line of said Lot 25-B and Lot 25-A of the same subdivi-sion, a distance of 200' to the Southerly line of Granada Avenue; thence Easterly and along the said South line of Granada Avenue, a distance of 180' to the point of beginning; except the Easterly 75' thereof, and excepting whatever rights, if any, the public may have in a platted right-of-way designated as Vining Court, and further excepting those portions which have heretofore been taken for the widening of said Vining Court.

Also, the Easterly 75' of Block "F", BOSARVEY ESTATES, as per map in Map Book 7, page 5, public records of Volusia County, Florida.

The Developer reserves unto itself, its successors and assigns, the exclusive right to grant, by an instrument in writ-ing including the consent of any institutional lender holding a first mortgage on the subject property or any improvement constructed thereon, any easement on, under, or over the subject property, for utilities, for drainage, for ingress and egress to and from improve-ments now constructed and that are constructed on the subject property and for such other purposes as the Developer may deem to be reasonably necessary for the development or use of the subject property, which easements may run to the Developer, its heirs and assigns. Said institutional lender shall have the right to withhold said written consent only in the event the proposed easement would reasonably tend to impair the value of its security.

The owners of condominium units hereunder shall have the right of appropriate vehicular and pedestrian traffic over said non-exclusive easements, and the other common elements of the
Condominium

(2) Terms: The terms used in this Declaration and its exhibits shall have the meaning stated in Fla. Stat. 718.103 (1978), and as follows unless the context otherwise requires.

(2.1) Condominium Unit: The unit being an apartment space designated "Condominium Units" on the sketch of survey and plat attached thereto and marked Exhibit A.

(2.2) Common Elements: That portion of the condominium property not included in the Condominium Units.

(2.3) Condominium Parcel: The Condominium Unit together with an undivided share in the common elements appurtenant thereto, and an easement for parking as provided for herein.

(2.4) Owner: That person or entity owning a Condominium Parcel.

(2.5) Member: An Owner who is a member of Sixty Vining Court Homeowners Association, Inc., a Florida non-profit membership corporation, hereinafter referred to as the "Association". A copy of the Articles of Incorporation of the Association are attached as Exhibit B.

(2.6) Voting Member: That member designated by the owner or owners, including Developer, as recorded in the Public Records of Volusia County, Florida, of a vested present interest in a single condominium parcel owning the majority interest in a single condominium parcel, the designation of whom shall be by statement filed with the secretary of the Association in writing, signed under oath, and who shall continue to cast a vote for all such owners of interest in a single Condominium Parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interest in such single Condominium Parcel by a similar written sworn statement filed with the secretary.

(2.7) Common Expenses: Common expenses include:

(a) Expenses of maintenance to the apartment buildings, and repair or replacement of the common elements, except for such maintenance and repair as is required to be performed by the condominium unit owner as provided in Paragraph 13.2 (a) herein.

(b) Expenses declared common expenses by provision of this Declaration or the Bylaws.

(c) Any valid charge against the condominium property as a whole for which the Association shall be responsible.

(d) All expenses pertaining to domestic and lawn water, sewer, trash and garbage pick-up and maintenance of lateral utility lines.

(2.8) Ground Care Expenses: Expenses of maintaining the grounds, expense of street lights and other ground lighting, if any, expenses of maintaining mains, water and sewer lines if owned by the Association, expense of maintaining driveways, parking areas, walkways, swimming pool, and expenses incurred, said expenses to include, but not limited to, real estate taxes, repairs, replacements, acquisitions, insurance, utilities and any other expense incurred by the Association in maintaining the common areas.

(3) Identification: The condominium and all other improvements to be constructed on the condominium property are set forth in the survey and plat, attached to and made a part hereof, marked Exhibit A. Each condominium unit is described in said plat and survey in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the common elements appurtenant thereto.

Each condominium unit in each building is identified by a letter or number as shown on the survey and plat attached hereto as Exhibit A and made a part hereof so that no unit bears

the same designation as does any other unit. Units 1 through 8 are located on the ground floor of the building. Units 9 through 16 are located on the top floor of the building.

(4) Development Plan: The condominium is described and established as follows:

(4.1) Survey: A survey and plat of the land showing the improvements on it is attached as Exhibit A.

(4.2) Plans: The improvements upon the land are constructed substantially in accordance with the master improvement plan and specifications.

(4.3) Change in Plans and Specifications: The Developer is hereby authorized to make whatever changes it may deem necessary in the plans and specifications during construction of improvements on said property.

(a) Amendment of Declaration: An Amendment of this Declaration reflecting alterations of the condominium plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association or condominium owners whether elsewhere required for an Amendment; provided however, any such Amendment must include the written consent of any institutional lender holding a first mortgage on the subject property or any improvements constructed thereon, which consent may be withheld by said institutional lender only in the event the proposed Amendment reasonably tends to impair its security.

(4.4) The Common Elements: The common elements shall remain undivided and no condominium unit owner shall bring any action for partitional division of the whole or any part thereof. The ordinary rights of tenants in common to partition at common law or by statute, are expressly waived. No person claiming an interest in the common elements by any sources whatever shall be entitled to

possession or occupancy until and unless he is likewise vested of title to the condominium unit pursuant to the provisions hereof. The common elements shall include within its meaning, in addition to the items listed in the Fla. Stat. 718.106 (1976), the following items:

(a) An exclusive easement for the use of the air space occupied by the condominium unit, as it exists at any particular time and as the unit may lawfully be altered.

(b) An undivided share of the condominium surplus.

(c) Cross easements for egress and ingress, supports, maintenance, repairs, replacements and utilities.

(d) Easements or encroachments by the perimeter walls ceiling, and floor surrounding each condominium unit caused by the settlement or movement of the building or by minor inaccuracies in the building or rebuilding which now exists or may hereafter exist.

(e) The land on which the building housing the units is located, and the remaining lands included in the condominium property described above, with the exception of the spaces for parking motor vehicles which are limited common elements as provided for herein.

(f) All parts of improvement on said land not located within the condominium units.

(g) An easement of support in every portion of the unit which contributes to the support of the unit.

(h) All external walls of the units. The internal decorated surfaces of exterior walls, all internal walls and ceilings 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.

(i) All stairways and external walks.

(4.5) The Condominium Unit Boundaries: Subject only to the limited common elements set forth in Paragraph 4.4 (h) herein, each condominium unit shall include that part of the building containing the condominium unit that lies within the boundaries of

(a) Upper and Lower Boundaries: The upper and lower boundaries of the condominium unit shall be the following boundaries extending to an intersection with the perimetrical boundaries.

1. Upper Boundary: The horizontal plane of the undecorated finished ceiling.

2. Lower Boundary: The horizontal plane of the undecorated finished floor.

(b) Perimetrical Boundaries: The perimetrical boundaries of the condominium unit shall be the vertical plane of the undecorated finished interior of the walls bounding the condominium unit extending to intersection with each other and with the upper and lower boundaries; provided however, in the screened porch area, the boundaries shall be the exterior vertical plane of the floor slab extended to intersection.

(5) Percentage of Ownership of Common Elements:

The title to each condominium unit shall carry with it one-sixteenth (1/16th) share of the common elements.

(6) Expenses and Surpluses: Common expenses, ground care expenses and recreation expense shall be shared in accordance with Paragraph (12) hereof. Surplus, if any, shall be owned by unit owners in the shares as percentages in Paragraph (5).

(7) Developer's Units and Privileges: The Developer is irrevocably empowered notwithstanding anything herein to the contrary to sell, lease, or rent units to any persons approved by it. Said Developer shall have the right to transact on the condo-

minium property any business necessary to consummate sale of units including, but not limited to, the rights to maintain models, to have signs, to have employees in the office, and to use the common elements to show apartments. The sales office, signs, and all other items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units the Developer retains the right to be the owner thereof under the same terms and conditions as other owners, save for the right to sell, rent, or lease as contained in this paragraph.

(8) Amendment of Declaration: This Declaration may be amended at any time in the first five years from the date hereof by the affirmative vote of fifty-one percent (51%) of the owners of the units together with the written consent of the Developer, its successors or assigns. After the expiration of the said five years, the Declaration may be amended at any time by the affirmative vote of three-fourths (3/4) of the owners of the units without the need of written consent of the Developer. The Declaration may be amended at a meeting duly called for such a purpose pursuant to the Bylaws attached to and made a part hereof, provided, however, that no amendment shall be made without the written consent of any institutional lender having a mortgage or other lien against any condominium parcel or unit or any other recorded owner of liens thereon, which consent may be withheld only if the proposed amendment would tend to impair the security for the lien.

(9) Governing Body: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium shall

be the Sixty Vining Court Homeowners Association, Inc., hereinafter called "Association". The Articles of Incorporation of Sixty Vining Court Homeowners Association, Inc. are attached as Exhibit "B" and made a part hereof as though set out in full. The Bylaws of the Association are hereto attached as Exhibit "C" and made a part hereof as though set out in full.

(10) The Association: The Developer and all persons hereafter owning condominium units (owners) whose interest is evidenced by the recordation of proper instruments in the Public Records of Volusia County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest. An owner or owners of a single condominium unit shall collectively be entitled to one vote which vote shall be cast by the voting member.

A person or entity owning more than one condominium unit may be designated as a voting member for each such condominium unit which he or it owns. Failure by all members of any single condominium unit to file the aforementioned written sworn statement with the secretary prior to the member's meeting will result in depriving such owner of a single condominium unit of a vote at such meeting.

All the affairs, policies, regulations and property of the Association shall be controlled and governed by a Board of Directors of the Association consisting of not less than three members and not more than seven voting members who are all to be elected annually by the voting members.

(11) Type of Ownership: Ownership of each condominium unit shall be warranted by a Warranty Deed from the Developer conveying fee simple title to each condominium unit. Title to each unit shall carry with it an undivided share in the common elements as herein specified.

Each unit owner shall have a non-exclusive easement

in common with the owners of all other units:

(a) To use all streets, walks and other rights-of-ways serving the units of the condominium as part of the common elements in providing access to the streets and other public ways of Ormond Beach, Florida; and

(b) To use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit.

(12) Assessments, Liability, Maintenance, Lien and Priority, Interest, Collection: Common expenses and ground care expenses shall be assessed against each condominium unit owner by the Association in proportion as set forth in Paragraph 5, herein.

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorney's fee, 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 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 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.

The lien provided for above may be foreclosed in the manner for the foreclosure and sale of real estate mortgages and the purchaser entitled under such foreclosure shall acquire a title subject to all the provisions of the recorded plan of condominium and by acceptance of the deed to the condominium unit, covenants and agrees to abide by and be bound thereby.

Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a condominium unit obtains title to the condominium parcel or unit as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the shares of common expenses or assessments by the Association pertaining to such condominium unit or chargeable to former owner of such condominium unit which became due prior to acquisition of title by said mortgagee or purchaser as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of condominium units, including a successor or assign of the mortgagee. The waiver of liability granted herein for the payment of past due assessments shall not apply to the holder of purchase money mortgages.

(13) Maintenance: The responsibility for the maintenance of the condominium shall be as follows:

(13.1) By the Association: The Association shall maintain, repair and replace at the Association's own expense:

(a) All portions of the units contributing to the support of the building, except interior wall surfaces, which portions shall include, but not be limited to, the outside walls of the buildings, and load bearing columns. The Association's responsibility for the maintenance of exterior doors shall be limited to painting.

(b) All conduits, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, all ducts, air conditioning compressors and air carriers, and all such facilities

contained within a unit which services part or parts of the condominium other than the unit within which it is contained,

(c) The grounds, as contemplated in paragraph 2.8 herein.

(d) The common elements, as defined in paragraph (4.4) herein.

(13.2) By the Condominium Owner: Each condominium unit owner shall maintain, repair, and replace, at his own expense:

(a) Air conditioning and heating, except for ducts, compressors, and air carriers, the patio or terrace serving each unit, if any, including the screening thereon, if any, all other interior portions of the unit, any enclosure or modification of the condominium unit installed by the owner thereof other than the Developer, and exterior doors except for the painting of exterior doors. The maintenance and upkeep of any windows in the condominium unit and glass breakage thereof and maintenance and upkeep of screen enclosures shall not be considered part of the common expenses of the Association. Expressly provided, however, that the exterior walls of the condominium buildings, when enclosed by a screen enclosure, shall be maintained by the Association expressly limited to painting.

(13.3) No owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of the buildings; except for glassing in and shading of "patio" areas. In the event of such alterations in "patio" areas, the proposed improvements must conform generally in type and color with those already in place and must be approved by the Board of Directors of the Association prior to the commencement of construction.

(13.4) Each owner shall promptly report to the Association any defects or need for repairs, the responsibility for

the remedy of which is that of the Association.

(13.5) No condominium owner shall make any alterations in the portions of the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the buildings or impair any easements without first obtaining approval from the Board of Directors of the Association.

(14) Enforcement of Maintenance: In the event the owner of a unit fails to maintain it as required above, the Association or any other owner shall have the right to proceed in a Court of competent jurisdiction to seek compliance with the foregoing provisions, or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions. In the event the Association fails to comply with its obligations by virtue of this paragraph, any owner or institutional lender may apply to a Court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

(15) Insurance: The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

(15.1) Authority to Purchase: Named Insured: All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium unit owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates

of mortgagee endorsements to the mortgagees. Condominium unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(15.2) Coverage:

(a) Casualty: All buildings and improvements upon the land, including but not limited to those portions set forth in Paragraph 4.4 (h), and all personal property in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar to construction, location and use as the buildings on said land, including, but not limited to, vandalism and malicious mischief.

(b) Public Liability: Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to hired automobiles and non-owned coverages and with cross liability endorsements to cover liabilities of the condominium unit owners as a group to a condominium unit owner.

(c) Workmen's Compensation: Workmen's compensation to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(15.3) Premiums upon insurance policies purchased by the Association shall be paid by the Association. Insurance on the structures erected on the condominium parcel shall be included in the common expenses and all other insurance charges shall be included in ground care expenses.

(15.4) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium unit owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the condominium unit owners in accordance with the percentages herein specified.

(15.5) In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium unit owners owning such units and their mortgagees, if there be mortgagees, on said units, as their interests may appear, and it shall be the duty of those condominium unit owners to effect the necessary repairs to the improvements within their respective units.

(15.6) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the holders of mortgages of the units, and the proceeds shall be expended or disbursed as follows:

(a) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair

improvements within the common elements, and the condominium unit owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(b) In the event all mortgagees do not agree to this endorsement of the proceeds as provided in paragraph (15.6) (a) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, in escrow, or should there be no such institutional first mortgage or none with legal authority to so act, then to the Association, in escrow. The escrow agent shall disburse the funds as follows:

1. In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interest may appear in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

2. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common elements and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall be subject to the prior written approval of the escrow agent.

3. In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair

and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be only for or on account of repairs to the common elements. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment, the insurance proceeds shall be disbursed as determined by arbitration conducted by and in accordance with the rules of the American Arbitration Association.

(15.7) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same on all units, and if the majority of the voting members vote against levying the special assessment referred to above, the condominium project shall be terminated, which termination shall be evidenced by the recordation of a sworn statement by the President and Secretary of the Association setting forth this occurrence.

(15.8) Under all circumstances, the Association shall have the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgagees of the premises damaged.

(16) Conveyances, Sales, Rentals, Leases and Transfers: In order to insure a community of continual residence and thus to protect the value of the units, the sale, rental, leasing and transferring of the units by an owner other than the Developer shall be subject to the following provisions as long as this condominium exists and the apartment building is in useful condition and exists upon the land, which provisions each apartment owner covenants to observe.

(16.1) Transfers subject to approval:

(a) No condominium unit owner may dispose of a condominium unit by sale or lease without approval of the Board of Directors of the Association, provided however, no condominium unit may be leased for a period of less than three (3) months.

(b) Gifts: If any condominium unit owner shall acquire his title by gift, the continuance of his ownership of his condominium unit shall be subject to the approval of the Board of Directors of the Association.

(c) Devise or Inheritance: The surviving spouse if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death may continue to occupy the same condominium unit; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium unit, the ownership thereof shall be transferred by legal process to such new owner. In the event the decedent shall have conveyed or bequeathed the ownership of his condominium unit to some designated person or persons other than the surviving spouse of member or members of his family as aforementioned or if some other person is designated by such decedent's legal representative to receive ownership of the condominium unit or, under the laws of descent and

distribution in the State of Florida, the condominium unit descends to some person or persons other than his surviving spouse or member of his family as aforementioned, said person's continuance of ownership of said condominium unit shall be subject to the approval of the Board of Directors of the Association.

(d) Other Transfers: If any condominium unit owner shall acquire his title by any manner not considered in the foregoing subsections the continuance of his ownership of his condominium unit shall be subject to the approval of the Board of Directors of the Association.

(16.2) Approval of Association: The approval of the Board of Directors of the Association that is required for the transferral of ownership of any condominium unit as set forth in paragraph (16.1) above shall be given or withheld based upon the Board's determination of the ability of the proposed grantee or lessee to meet the financial obligations of the unit and the social and moral desirability of the proposed lessee or grantee.

(a) The condominium owner shall give the Board of Directors of the Association notice in writing of any transfer as set forth in paragraph (16.1) above.

(b) The Board shall advise the condominium owner of their decision within ten (10) days in writing. If no written notice is received by the condominium owner within said time, the transfer shall be considered as approved by the Board of Directors.

(16.3) Corporate Purchaser: If the purchaser or lessee is a corporation, the approval of ownership by the corporation may be conditioned upon a requirement that all persons occupying the unit be approved by the Board.

(16.4) Transfer; Mortgage - Developer: Notwithstanding anything to the contrary herein, the provisions of this

paragraph (16) shall not be applicable to transfer to mortgagees, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an owner, nor to the Developer until after the Developer has initially conveyed or disposed of all interests in the property, nor to any sale or lease by such mortgagee or Developer.

(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.

(17) Restraint Upon Separation and Partition: Any transfer of a condominium unit must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium unit owner's share in the common elements, and his association membership; provided however, the easement for parking conveyed with each unit may be conveyed separately by a unit owner (grantor) to the owner of another unit in SIXTY VINING COURT (grantee) only. In any such separate conveyance of an easement for parking, the rights of the said grantee created thereby shall terminate automatically on a transfer of title of the said grantor's unit and the easement shall automatically revert to and be an appurtenance to the said grantor's unit without the execution of any instrument.

(18) Obligations of Members: In addition to other obligations and duties heretofore set out in this Declaration, every condominium unit owner shall:

(a) Not use or permit the use of his unit for any purpose other than as a single family residence and as incident

thereto use said unit for the practice of a licensed profession or a household occupation, subject however, to the approval of the Developer so long as it shall have condominium units to sell and thereafter, subject to the approval of the Association.

(b) Maintain his unit in good, clean, sanitary condition, and in as good a condition as when ownership is acquired, ordinary wear and tear only excepted.

(c) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct the rights or interfere with the rights of other owners or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

(d) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.

(e) Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the Association.

(f) Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the Association, and there shall be no "for sale" signs in any form or size placed inside or outside the windows of

the unit or attached to the curtains or venetian blinds or any other part of the condominium unit either inside or outside.

(g) Not allow any children under eighteen (18) years of age to reside on the premises, except where such children are house guests or visitors. House guests under eighteen (18) years shall not reside on the premises for more than thirty (30) days during any one (1) year period.

(h) Not make or cause to be made any structural alteration to or in the building, specifically including, but not limited to, screening or enclosure of private balconies, affixing outside shutters to windows, storm shutters, and construction of fences, or removal of any additions or improvements or fixtures from the buildings, without the express written approval of the Board of Directors of the Association, and the Developer so long as it owns any parcel, or do any act that will impair the structural soundness of the buildings; nor hang or display any decorative objects which may be seen from without the unit without the expressed written approval of the Board of Directors of the Association.

(i) Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbers or electricians authorized to do such work by the Board of Directors of the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligations of the owners of the unit, whereas the Association or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.

(j) Not park any vehicle in the parking spaces allotted except passenger automobiles, passenger station wagons, and vehicles leased or owned by the Association. The occupants of

any condominium unit may not park more than one (1) motor vehicle for each parking easement owned by them on the premises of the condominium parcel at the same time; except that one (1) additional motor vehicle may be parked in spaces marked "visitor" when available. No motor vehicle shall be washed on the condominium property.

(k) Not display laundry or clothing, or store items on the porches of the condominium units or anywhere within the said units which would be visible from the outside of said units.

(l) Not make any adjustments whatsoever, without first obtaining the permission of the Board of Directors, with reference to any of the mechanical equipment found in or on the common elements.

(m) Not mechanically adjust or repair the television amplifier. *See ruling by Rice Law Firm 2/28/17*

(n) Not keep pets in any condominium unit.

(o) Store refuse and garbage only in those places provided therefor and shall keep the common area immediately adjacent to their unit in a neat and uncluttered condition.

(p) Use only those parking spaces assigned by the Board of Directors of the Association provided however, the owner of each unit shall have the full use of one (1) parking space at all times.

(19) This Declaration shall be subject to all easements, restrictions and reservations of record and roadways, walkways, and utility easements for the purpose of furnishing ingress and egress and utility service to adjacent property.

(20) Termination: The condominium may be terminated in the manner provided by the Condominium Act of the State of Florida as amended from time to time.

(21) Covenants: All provisions of this Declaration

shall be construed to be covenants running with the land and with every part thereof and therein and every unit owner and claimant of the land or any part thereof or interest therein, his heirs, successors, executors, administrators and assigns shall be bound by all the provisions of this Declaration.

(22) Invalidation and Operation: Invalidation of any portion of this Declaration or of any provision contained in conveyance of a condominium parcel whether by judgment or court order or law, shall in no wise effect any of the other provisions which shall remain in full force and effect.

In the event any court should hereafter determine that any provision as originally drafted herein violates the rules against perpetuities, or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law. For such purpose measuring lives shall be those of the incorporators of the Association.

(23) Interpretation: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, 1978, of the State of Florida.

IN WITNESS WHEREOF, Continental Properties, Ltd.,
a Florida Limited Partnership, has caused these presents to be
signed in its name by its General Partner the date and year first
above written.

Signed, Sealed and Delivered in
the presence of:

Eric H. Under
Richard D. Burkett
Eric H. Under
Richard D. Burkett

CONTINENTAL PROPERTIES, LTD.,
A Florida Limited Partnership
By: Continental Properties, Inc.,
A Florida Corporation and
General Partner
By: Richard D. Burkett
C. Richard Burkett, President
By: E. Stewart Forrester
E. Stewart Forrester, Secretary

For good and valuable consideration, the receipt whereof is hereby acknowledged, THE SIXTY VINING COURT HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, SIXTY VINING COURT HOMEOWNERS ASSOCIATION, INC., has caused these presents to be signed in its name by its President and its corporate seal affixed, attested to by its Secretary, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

SIXTY VINING COURT HOMEOWNERS
ASSOCIATION, INC.

Eva H. Wilson

Phyllis J. McQueen

Eva H. Wilson

Phyllis J. McQueen

By: Imogene Deichmiller
Imogene Deichmiller - President

ATTEST:

By: C. Richard Burkett
C. Richard Burkett - Secretary

C O N S E N T

We, DALLAS STEELE and IRENE A. STEELE, husband and wife, and the SUN BANK OF VOLUSIA COUNTY, formerly Commercial Bank at Daytona Beach, the owners and holders of mortgages of record encumbering the property dedicated to condominium use by the foregoing Declaration, do hereby consent to said Dedication to Condominium use.

Signed, Sealed and Delivered
in the presence of:

SUN BANK OF VOLUSIA COUNTY

By: _____

Eleanor G. Gid
Ralph P. Bump

Dallas Steele
DALLAS STEELE
Irene A. Steele
IRENE A. STEELE