

**ELITE PLAZA CONDOMINIUM ASSOCIATION, INC.**

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## DECLARATION OF CONDOMINIUM OF ELITE PLAZA

THIS DECLARATION OF CONDOMINIUM OF ELITE PLAZA, a Condominium, is made on the 24<sup>th</sup> of September 2020, by SUN GLOW CONSTRUCTION, INC., a Florida corporation, hereafter referred to as "Developer", and Developer does hereby make, declare and establish this Declaration of Condominium, hereafter referred to as the "Declaration", as and for the plan of condominium ownership of the land and improvements herein described.

### ARTICLE I ESTABLISHMENT OF CONDOMINIUM

**1.1 Purpose.** The purpose of this Declaration of Condominium is to submit the land described in this instrument together with all improvements constructed thereon and all easements appurtenant thereto, to the condominium form of ownership pursuant to the applicable provisions of Chapter 718 of the Florida Statutes, hereafter referred to as the "Condominium Act", and pursuant to the terms, covenants, and provisions of this Declaration.

**1.2 Name and Address.** The name by which this condominium is to be identified is ELITE PLAZA, a Condominium, hereafter referred to as the "Condominium". The address for the Condominium is 3821 Woodbriar Trail, Port Orange, Florida 32129, and the office for the Condominium is 763 N Beach St, Ormond Beach FL 32174

**1.3 The Land.** Developer does hereby submit the fee simple title of certain lands owned by Developer lying in Volusia County, Florida as described on Exhibit A-1 attached hereto and made a part hereof, to the condominium form of ownership, hereafter referred to as the "Land".

### ARTICLE II DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions, except as otherwise specified herein, and shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Land. The following capitalized terms shall be defined as set forth below:

**2.1 Assessment** means a share of the funds required for the payment of Common Expenses which, from time to time, are assessed against each Suite Owner and each Suite.

**2.2 Association** means Elite Plaza Condominium Association, Inc., a non-profit Florida corporation.

**2.3 Common Elements** mean and shall include:

a. portions of the Condominium Property, as such term is hereafter defined, which are not included in any of the Suites; and benefit all unit owners.

b. tangible personal property required for the maintenance and operation of the Common Elements even though owned by the Association; and

c. all property as stated in any easement agreements.

d. the following items which are intended to be a summary of Common Elements but not a complete itemization: exterior parking lights, free standing location sign, dumpster, retention pond, bicycle storage rack directional and enforcement signs in driveway and parking areas, reclaimed water meter and reclaimed irrigation system (or any other irrigation system) and electric meter for common element electric purposes; and

e. all those items stated in the Condominium Act.

**2.4 Common Expenses** mean the expenses for which Suite Owners are liable to the Association, including but not limited to

a. expenses of maintenance, operation, repair, and replacement of the Common Elements;

b. expenses of management and administration of the Association.

c. expenses declared Common Expenses by provisions of this Declaration or by the Articles of Incorporation or By-Laws of the Association Exhibit F; and

d. any other valid charge against the Condominium Property as a whole.

e. any expense deemed a common expense by the Condominium Act.

**2.5 Common Surplus** means the amount by which all receipts of the Association exceed the amount of the Common Expenses.

**2.6 Condominium Parcel** means a Suite together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Suite.

**2.7 Condominium Property** means the land described in Paragraph 1.3 above, together with all improvements constructed thereon and all easements appurtenant thereto.

**2.8 Developer** means Sun Glow Construction, Inc., a Florida corporation and any person or entity to which it any assign their respective rights, or who may succeed to its' respective rights by operation of law.

**2.9 Institutional Mortgage** means a mortgage originally executed and delivered to a State or Federal bank, state or federal savings and loan association, credit union, or any other person, firm or corporation acting as a lender, business trust or insurance company authorized to transact business in Florida, creating a mortgage lien on any Suite and its appurtenances.

**2.10 Suite** means a part of the Condominium Property which is subject to private ownership. The Condominium shall contain six (6) Suites, sometimes referred to herein as "Units", identified as Suite 1, Suite 2, Suite 3, and Suite 4, Suite 5, and Suite 6. Suites may be further subdivided at developer option; provided Developer complies with all governmental regulations and zoning requirements and provided further that an Amendment to this Declaration is prepared and recorded reflecting the subdivision.

**2.11 Suite Owner** means any person, persons, corporation, partnership, trust, or other entity which holds fee simple title to any Suite. The terms "Suite Owner" and "Unit Owner" are intended to be interchangeable.

**2.12 Voting Member** means that Suite Owner (or officer or managing member of a corporate Suite Owner or partner in a partnership owning a Suite or Trustee of a Trust) designated by the owners of a majority interest in a single Suite to cast one vote appurtenant to such Suite.

### ARTICLE III

#### CONDOMINIUM SUBJECT TO RESTRICTIONS, EASEMENTS, AND LIMITATIONS

The Condominium Property shall be, and the same are hereby declared to be subject to, the restrictions, easements, conditions, and covenants described and established herein, covering the use of the Suites and Common Elements, and setting forth the obligations and responsibilities incident to the ownership of each Suite, and its appurtenant undivided interest in the Common Elements

### ARTICLE IV

#### CONDOMINIUM DOCUMENTS AND UNIT LOCATION AND BOUNDARIES

**4.1 Condominium Documents.** This Declaration sets forth the nature of the property rights in the Condominium and the covenants running with the land which govern those rights. This Declaration includes the following attached Exhibits:

**a.** Exhibit "A", "B", and "C", contains the survey and site plan of the Condominium Property showing easements appurtenant thereto and a graphic description of the improvements in which Suites 1,2,3,4,5, and 6 are located, together with a floor plan of Suites 1,2,3,4,5 and 6 and elevations of the building in which they are located. Exhibit A also contains the certificate of a Professional Land Surveyor authorized to practice in the State of Florida certifying that the construction of improvements is substantially complete in accordance with all Exhibits.

**b.** Exhibit D is Schedule of Undivided Interests and Estimated Operation Budget for 2020.

**c.** Exhibit E is the Articles of Incorporation of the Association.

**d.** Exhibit F is the By-Laws of the Association.

**e.** Exhibit A through Exhibit M is a schedule of independent exhibits which

relate to property restrictions and easements.

**4.2 Suite Location and Numbering.** The Condominium Property shall include six (6) Suites respectively identified as Suite 1 (Unit-101) Suite 2 (Unit-102) Suite 3 (Unit - 103) Suite 4 (Unit - 104), Suite 5 (Unit-105), and Suite 6 (Unit-106) and located as shown on Composite Exhibit A, B and C. The identifying number for each Suite is also the identifying number for the Condominium Parcel of which said Suite is a part.

**4.3 Boundaries.** The boundaries of each Suite shall be as follows:

**a. Perimetrical Boundaries.** The perimetrical boundaries of each Suite shall be the vertical planes of the unfinished interior surface of the walls bounding the Suite extended to their intersection with each other and with the upper and lower boundaries. For purposes of this Declaration, the walls bounding the Suite include the party wall between adjoining suites.

**b. Lower Boundary.** The lower boundary of each suite shall be the horizontal plane of the upper unfinished surface of the floor slab extended to its intersection with the perimetrical boundary.

**c. Upper Boundary.** The upper boundary of each Suite shall be the horizontal plane of the lower unfinished surface of the ceilings which are visible from within the Suites, extended to its intersection with the parametrical boundary.

**4.4 Alteration of Suites.**

**a. Interior.** Any Suite Owner may without any prior consent alter, relocate or remove any interior walls and partitions which are not load bearing and which do not constitute a party wall between Suite (unit separation wall) or contain any utilities or duct work serving another Suite. Dropped ceilings may also be raised without any prior consent if this can be accomplished without interfering with utilities or duct work serving another Suite. No wall or partition which is load bearing or which constitutes a party wall or contains utilities or duct work serving another Suite and no ceiling containing utilities or duct work serving another Suite shall be altered, relocated or removed without the prior written consent of the Board of Directors of the Association and all other Suite Owners whose suite is served by the affected utilities or duct work. Boundaries between Suites may not be relocated other than as described in 2.10 above. Alteration of the perimetrical boundaries of any Suite shall be evidenced by an amendment to the Declaration of Condominium, consistent with Paragraph 14.2, executed by all affected Suite Owners 'and by all holders of mortgages encumbering affected Suites with the formality of a deed, which amendment shall include a survey and site plan showing the boundary changes certified by a licensed Florida land surveyor. Upon any relocation of boundaries, the percentage of Common Elements, Common Surplus and Common Expense appurtenant to each Suite shall be that proportion which the area of such Suite bears to the total areas of all Suites. Any Suite Owner altering, relocating or removing any wall or partition shall be fully liable and responsible for the prompt repair of any damage to the Common Elements or the other Suite which may be caused by or result from such alteration, relocation or removal.

**b. Exterior.** No alteration to the exterior of a condominium parcel or the common elements shall be permitted unless the owners of all suites located upon the condominium property agree to said alteration. Any such alteration of the exterior shall be evidenced by an Amendment to the Declaration of Condominium as provided in Paragraph 4.4(a) above.

**4.5 Appurtenances.** The ownership of each Suite shall include, and there shall pass with each Suite as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Suite owner in the Condominium Property, which shall include, but not be limited to:

**a. Common Elements and Liability for Common Expenses.** The Common Elements comprise any portion of the Condominium Property other than individual building. The right to use the Common Elements in common with the other Suite Owners is granted to all Suite Owners. Each Suite Owner shall own an undivided share of the Common Elements of the Condominium and of the Common Surplus of the Condominium and shall bear a proportionate share of the Common Expenses for operation and maintenance of the Condominium. The undivided share in the Common Elements and common Surplus appurtenant to each Suite is based on square footage and is designated and set forth in Exhibit D attached hereto. The proportionate share of the Common Expenses for each Suite shall be identical to the undivided share of each Suite owner in the Common Elements. The aforementioned percentages of Common Elements, Common Surplus and Common Expensed shall be appurtenant to each Suite. There percentage of Common Elements, Common Surplus and Common Expense is based upon a total of 9,960 square feet which includes the canopy area attached to building 1 Suite 1 is attributed with 1,702 square feet, Suite 2 with 1,726 square feet, Suite 3 with 1,630 square feet, Suite 4 with 1,674 square feet, Suite 5 with 1,624 square feet and Suite 6 with 1,610 square feet as shown on Exhibit D.

**b. Association Membership** Each Suite Owner shall be a member of the Association. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote appurtenant to each Suite; each vote shall be weighted based upon the percentage of ownership as reflected in Exhibit C and D. This distinction is necessary because the size of the units vary significantly. In the event of a dispute on any matter voted on by the Membership, the vote cast by a majority based on the percentage of ownership shall prevail.

**4.6 Reservation.**

**a.** The following are expressly provided for and reserved, to wit, and every Suite shall be subject to the following:

**i.** every portion of a Suite contributing to the support of another Suite or the Common Elements shall be burdened with an easement of support for the benefit of the Association and the owners and occupants of the supported Suite.

**ii.** an easement for the location, maintenance, repair and improvement of wiring, plumbing and duct work serving a Suite is reserved through all interior partitions and through all areas within all Suites above any dropped ceiling. This easement shall be for the benefit of the Association and any other Suite Owner or occupant whose wiring, plumbing or duct work passes through such easements.

iii. an easement in favor of the Association, its employees, agents and Independent contractors to install or make necessary repairs to, or replacements of utility services, plumbing, wiring or any portion of the Common Elements, and to perform all obligations and duties of the Association. Any easement or use rights in favor of the condominium property shall inure to the benefit of the Association and all suite owners.

b. All Suite Owners shall have as an appurtenance to their Suite a perpetual easement for ingress to, and egress from, their Suites over walks, parking areas, driveways and other Common Elements from and to the public streets adjoining the Condominium, and to the use and enjoyment of all Common Elements (including, but not limited to, utilities, and all parking areas as they now exist or hereafter may exist) located in or upon the Common Elements, subject to such rules and regulations as the Association may adopt from time to time. Any easement or use rights in favor of the Condominium Property shall incur to the benefit of the Association and all Suite Owners.

c. All property submitted to condominium ownership by this Declaration and any amendments thereto shall be subject to a perpetual easement for encroachments which now exist or may hereafter exist caused by settlement or movement of any building, and encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachment no longer exists.

d. The property is subject to that certain Elite Plaza Uniform Sign Program with the City of Port Orange, Florida, a true and correct copy of which is attached hereto as Exhibit G.

e. The property is subject to that certain St. Johns River Water Management District permit number 22603-12 issued December 30, 2016 regulating the storm water management system, a copy of which is attached hereto as Exhibit H.

f. Tree Conservation Easement by and between Developer and the City of Port Orange recorded at Official records Book "---" page "---" Public Records of Volusia County, Florida, a copy of which is attached as Exhibit I and Drainage Easement by and between Developer and the City of Port Orange recorded at Official records Book "---" page "---" Public Records of Volusia County, Florida, a copy of which is attached as Exhibit I

g. FPL Easement Exhibit J.

h. Variance approval Rear Set Back From 25-0' to 15-0' Exhibit K.

i. Vacation of 10.0' conservation easement along Woodbriar Exhibit L.

j. The land referred to in this policy is described as follows: A parcel of land situated in the Southeast one-quarter of Section 8. Township 16, South, Range 33 East, Volusia County, Florida, being more particularly described as follows: from a point of reference being the intersection of the Northerly right of way line of Village Trail, as per Plat of Countryside P.U.D.,



Unit III-A, as found in Plat Book 38 on pages 156 and 157 among the Public Records of Volusia County, Florida (said Northerly right-of-way of Village Trail also being the Northerly boundary of said Plat of Countryside P.U.D. Unit III-A) and the Westerly right of way line of Nova Road (a 100 foot wide right of way, also known as State Road 5A, as shown on said Plat of Countryside P.U.D. Unit III-A, thence N. 26 00' 20" W. along said Westerly right of way line of Nova Road and departing said Northerly right of way line of Village Trail and said Northerly boundary of Countryside P.U.D., Unit III-A, a distance of 1194.99 feet to a point in the Northerly right of way line of Dunlawton Boulevard (a 200 foot wide right of way) also known as State Road 415; thence S. 56 01' 11" W. along said Northerly right of way line of Dunlawton Boulevard a distance of 1800.14 feet; thence N. 33 57' 22" W. departing said Northerly right of way line of Dunlawton Boulevard a distance of 439.73 feet to the Point of Beginning of this description; thence S. 56 02' 38" W. a distance of 42.00 feet; thence S. 85 24' 29" W. a distance of 96.35 feet; thence N. 71 33' 54" W. a distance of 63.25 feet; thence N. 49 23' 55" W. a distance of 92.20 feet; thence N. 40 21' 52" W a distance of 228.82 feet; thence N. 48 16' 45" E. a distance of 161.45 feet; thence S. 44 23' 01" E. a distance of 238.82 feet to the point of curvature of a curve to the right, said curve having a radius of 690.70 feet; thence along the arc of said curve, passing through a central angle of 10 25' 39" a distance of 125.70 feet to the point of tangency; thence S. 33 57' 22" E a distance of 75.00 feet to the Point of Beginning of this description.

**k.** Right of Way Agreement recorded in O.R. Book 1544, Page 88, Public Records of Volusia County, Florida.

**l.** Easement in favor of City of Port Orange recorded in O.R. Book 4193, Page 76, Public Records of Volusia County, Florida.

**m.** Conservation Easement in favor of the City of Port Orange recorded in O.R. Book 4193, Page 82, Public Records of Volusia County, Florida.

**n.** Countryside P.U.D. Agreement recorded in O.R. Book 2317, Page 1531, Public Records of Volusia County, Florida.

**o.** Declaration of Commercial Covenants and Restrictions for Countryside P.U.D. recorded in O.R. Book 2423, Page 1947, and Amendments recorded in O.R. Book 2800, Page 1489, O.R. Book 2910, Page 976, O.R. Book 3203, Page 913, O.R. Book 3851, Page 237 and O.R. Book 4017, Page 902, Public Records of Volusia County, Florida.

**p.** Development Agreement regarding recorded at Official Record book, page, Public Records of Volusia County, Florida, a copy of which is attached as Exhibit.

**q.** All other matters as may appear in the Public Records of Volusia County, Florida incident to the property.

**4.7 Modification of Water/Sewer Services.** Developer will make every reasonable effort to retain the City of Port Orange as the water and sewer service provider. However, if Developer is required to convert water and sewer service from the City of Port Orange to another provider, then Developer will cause said conversion to occur at no cost or expense to a Suite

Owner. Developer will pay or cause others on Developer's behalf (but not a Suite owner or the Association) to pay any water/sewer conversion expenses. Likewise, any refunds or payments resulting from water/sewer conversion from any source whatsoever shall be paid only to developer and no Suite Owner or the Association shall be entitled to all or any portion of said water/sewer connection refunds or payments. Suite Owners shall be responsible to pay water/sewer service and connection fees and expenses, for monthly service and deposits regardless of the provider. Suite Owners and the Association agree to cooperate with Developer in all respects if conversion of water/sewer service is required.

**4.8     Development Plan.** There is one (1) building in the condominium which has been constructed. There are six (6) Units or Suites in the Condominium. Any additional Suites must be added by an amendment to this Declaration consistent with Florida law. No unit owner, mortgage holder or other entity may interfere with or otherwise impede Developer in the completion of all development as depicted or as described in this Declaration of Condominium. Remaining Suites may be added, deleted, or modified (consistent with the Declaration) in any order and as may be determined by Developer. After additional Suites are added, the Declaration shall be amended by amending the Surveyor's Certificate, the Budget and any other provisions as may be required and authorized by Florida law. The Amendment will become effective when recorded in the Public Records. No Suite Owner shall be required to join in these amendments.

## **ARTICLE V WAIVER OF PARTITION**

Any undivided interest in the Common Elements is declared to be appurtenant to each Suite, and such undivided interest shall not be conveyed separately from the Suite, and such interest shall be deemed conveyed, devised, encumbered, or otherwise included with the Suite even though such interest is not expressly mentioned or described in the conveyance or other instrument. Developer, and each subsequent owner of any interest in a Suite and in the Common Elements, by acceptance of any instrument transferring an interest, hereby waives the right of partition of any interest in the Common Elements under the laws of the State of Florida as it exists now or hereafter until this Condominium is terminated according to the provisions hereof or by law.

## **ARTICLE VI MAINTENANCE, ALTERATION, AND IMPROVEMENT**

### **6.1     Common Elements.**

**a.     By the Association.** The maintenance, repair and operation of the Common Elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a Common Expense.

**b.     Limitation on Improvements.** Except as provided in Sections 6.1(c) and (d) hereof, there shall be no further improvement of the real property included in the Common Elements without prior approval in writing of all of the Suite Owners. The cost of such work, other than that described in 6.1 (c) and (d), shall not be assessed against any institutional mortgagee that

acquires its title as a result of owning a mortgage upon a Suite, unless such mortgagee shall approve the alteration or improvement, and this shall be so whether the title is acquired by foreclosure proceedings or by deed in lieu of foreclosure. The share of any cost not so assessed shall be assessed to the other Suite Owners. There shall be no change in the shares and rights of Suite Owners in the Common Elements hereafter improved, whether or not the other Suite Owners contribute to the cost of such alteration or improvements.

c. **Parking Lot and Driveway Improvements.** All parking areas, driveways, sidewalks and other vehicular or pedestrian access or parking areas may be improved, modified, or expanded by majority vote of the Board of Directors of the Association.

d. **Utility Service.** All utility services may be expanded or supplemented by a majority vote of the Board of Directors of the Association.

e. **Signage.** The maintenance, repair, and operation by the Association of the freestanding sign and directional sign by Woodbriar and the expenses associated shall be designed as a common expense.

f. **Fountains.** The maintenance, repair, and operation by the Association of the fountains in retention ponds and the expenses associated therewith shall be designed as a common expense.

## 6.2 Suites.

a. **By the Association.** The Association shall maintain, repair, and replace the following as a Common Expense of the Association:

i. All exterior portions of the building containing Suite 1, Suite 2, Suite 3, and Suite 4, Suite 5, and Suite 6 including the replacement of exterior doors and windows.

ii. All portions of a Suite, except interior surfaces, contributing to the support of the building containing the Suites, including the party wall between the Suites and all load bearing walls, columns, or structures and roof.

iii. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained within a Suite that service part or parts of the Condominium other than the Suite within which such facilities are contained. This provision excludes from its coverage any air conditioning compressor facility, refrigerant gas line and appurtenant facility; and also any other facility for the furnishing of utility services, now or hereafter installed outside any Suite and intended for the purpose of furnishing utility services exclusively to such Suite.

iv. All incidental damage caused to a Suite by reason of the maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.

v. All maintenance and repair of the freestanding sign, directory sign by Woodbriar Trail, and all landscaping and irrigation systems and fountains within stormwater ponds.

vi. All parking lot lighting, including lights by Woodbriar Trail Walkway, and all parking lot maintenance and repair including resurfacing and striping and all parking and traffic signs.

b. **By the Suite Owner.** The responsibility of the Suite owner shall include, but not be limited to:

i. To maintain, repair and replace at owner's sole cost, all fixtures, mechanical, electrical and plumbing equipment, such as heating and air conditioning equipment, exterior utility facilities referred to in Section 6.2(a)(iii) hereof, water heaters, appliances, utility connections, and any other item of equipment servicing such owner's Suite. Suite Owners shall also be responsible for the maintenance, repair, and replacement of the interior surfaces of their respective Suites, including wall, floor and ceiling surfaces or coverings, and all other portions of such owner's Suite, except the portions there of specifically maintained and repaired by the Association pursuant to this Declaration.

ii. Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the building containing the Suites.

iii. To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

iv. To pay for the repair, replacement or maintenance occasioned by owner's negligence as more fully set forth in Section 15.2 hereof.

v. To promptly maintain and clean all exterior doors and windows.

**6.3 Management and Maintenance.** The Association may enter into a contract with any firm, person, or corporation for the maintenance, repair, and management of the Condominium Property. Such services shall be provided on a basis and in such manner as the Board of Directors of the Association deem advisable. The cost and expense of such services incurred by the Association shall be a Common Expense of the Condominium.

## **ARTICLE VII ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION**

In order to provide for the efficient and effective administration of the Condominium Association by the Suite Owners, a non-profit corporation known as Elite Plaza Condominium Association, Inc. That is organized as a Florida not-for-profit corporation, Exhibit E and said Association shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration, and in accordance with the terms of the Articles of Incorporation of

the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and By-Laws setting forth voting rights and other pertinent matters are attached hereto and expressly made apart here of as Exhibits F and F, respectively. The owner or owners of each Suite shall automatically become members of the Association upon his, their, or its acquisition of an ownership interest in the title to any Suite, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of title to such Suite, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any liens, mortgage or other encumbrance upon any Suite shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights, privileges, or duties of such membership provided, however, that nothing herein shall be construed as prohibiting the membership in the Association of an institutional mortgagee which acquires title to a Suite either by foreclosure or by voluntary conveyance from the mortgagor or its successor. In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided for Common Expenses, and to adopt, promulgate and enforce such rules and regulations governing the use of the Suites and Common Elements as the Board of Directors of the Association may deem to be in the best interests of the Condominium. The Association shall have the power to grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

## ARTICLE VIII USE RESTRICTION

**8.1     Rental.** No Suite shall be leased or rented for a period of less than one (1) year, unless the Association adopts a By-Law permitting leases of shorter duration. Any lease shall provide that the lessee shall comply with and abide by all of the restrictions contained in this Declaration, and with the rules and regulations contained herein or hereafter established by the Association. No tenant or lessee may occupy or use any Suite unless and until an abstract of the lease is delivered to the Association. The abstract shall state the name and address of the tenant, the name, address and telephone number of the person to whom any notices from the Association should be addressed, the names of at least two (2) persons who may be contacted in the event of an emergency, and the duration of the lease and any renewal options. The abstract, which shall be executed by both owner and tenant, shall contain an acknowledgment by tenant that it has received a copy of the Declaration of Condominium, the Articles, By-Laws and Rules of the Association and will abide by all of the terms and provisions thereof. The tenant shall also waive any right of action, either directly or by way of contribution, against the Association to which the tenant might otherwise be entitled for any action or omission of or by the Association unless the same constitutes gross or willful negligence. The tenant shall specifically waive and release any claim or cause of action which it might thereafter assert against the Association, its officers, agents or employees for any damage or injury to persons or property because of leakage of water or the operation or malfunction of any utility or building, mechanical, electrical, and plumbing system serving the Condominium Property or Condominium Parcel.

**8.2     Use of Common Elements.** The use of Common Elements by the owner or owners

of all Suites and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established by the Association.

**8.3 Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of any Suite, or of the Common Elements, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Suite shall permit or suffer anything to be done or kept in his Suite, or on the Common Elements which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises, nor shall any owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a Suite, which interferes with the peaceful possession and proper use of any other Suite or the Common Elements.

**8.4 Prohibited Use.** No suite shall be used for the storage or other disposition of flammable products. No suite shall be used for any purpose that would increase any insurance premiums for insurance coverage paid by the Association insuring the property. All uses shall be consistent with those uses permitted by ordinance and the land development code of the City of Port Orange.

**8.5 Parking and Driveways.** No trucks or other commercial vehicles, boats, house trailers, boat trailers, mobile homes, campers, or trailers of any description shall be parked in any surface parking space or driveways except with the written consent of the Board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and such other services as may be necessary. All parking spaces are Common Elements and are undesignated. Parking is open to use by the employees, guest, and invites of Unit owners. Parking spaces are generally to be used on the first come, first serve basis; however, parking spaces are provided for everyone two hundred (200) square feet of building space. In the event of a dispute regarding use of parking spaces, the Board of Directors shall be authorized to designate parking spaces based upon the square footage of the units.

**8.6 Sign Designation.** Only Developer has the right to assign space on the freestanding sign by Woodbriar, and a Suite assigned use of same by Developer cannot be deprived of same without the express written consent of Developer. The Suites that have been assigned the right to use a unit identification sign on the freestanding sign may either relinquish the right to the Association or may transfer the right to a subsequent Purchaser. The right to transfer the unit location sign to subsequent Purchasers shall be perpetual.

## **ARTICLE IX REGISTRY**

The Association shall at all times maintain a Register setting forth the names of the owners of all of the Suites, and in the event of sale or transfer of any Suite to a third party, the purchaser or transferees shall notify the Association in writing of his interest in such Suite, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Suite. The holder of any mortgage or mortgages upon any Suite may notify the Association of the existence of any mortgage or

mortgages held by such party on any Suite and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

## **ARTICLE X INSURANCE**

**10.1 Authority to Purchase.** All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to buildings and its appurtenances, also for the benefit of Suite Owners and their mortgages as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagees as their interest may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the mortgagees of Suite Owners. It shall not be responsibility or duty of the Association to obtain insurance coverage for the personal liability, contents, personal property or redecorating of any Suite Owner.

### **10.2 Coverage.**

**a. Casualty.** All buildings and improvements upon the land and all personal property included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

- i. Loss or damage by fire and other hazards covered by standard extended coverage; and
- ii. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

**b. Public Liability.** In such amounts and such coverage as may be required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Suite Owners as a group to a Suite Owner, where available.

**c. Workers' Compensation Policy.** In such amounts and such coverage to meet the requirements of State and Federal law.

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

**10.3 Premiums.** Premium for insurance shall be a Common Expense and shall be paid by the Association.

**10.4 Share of Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Suite owners and their mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be paid to the Association.

a. Common Elements proceeds on account of damage to Common Elements shall be held in undivided shares for each Suite Owner of the Condominium, each owner's share being the same as his undivided share in the Common Elements appurtenant to his Suite.

b. Suites proceeds on account of damage to Suites shall be held in the following undivided shares:

i. When the damaged building is to be restored, for the owners of damaged Suites in proportion to the cost of repairing the damage suffered by each Suite Owner, which cost shall be determined by the Board of Directors of the Association.

ii. When the building is not to be restored, for the owners of Suites in such building and their respective mortgagees, in undivided shares being the same as the owners' shares in the Common Elements appurtenant to their respective Suites.

c. Mortgages. In the event a mortgagee endorsement has been issued as to a Suite, the share of the Suite Owner shall be held in trust for the mortgagee and the Suite Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, other than as specifically provided in Section 11.1(b) below. No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except a distribution of such proceeds made to the Suite Owner and mortgagee pursuant to the provisions of Section 10.5 hereof.

**10.5 Distribution of Proceeds**. Proceed of insurance policies received by the Association shall be distributed to or for the benefit of those beneficial owners who sustained damage in the following manner:

a. Reconstruction of Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Suite Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Suite and may be enforced by such mortgagee.

b. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Suite Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Suite and may be enforced by such mortgagee.

**10.6 Association as Agent**. The Association is hereby irrevocably appointed Agent for each Suite Owner and for each owner of any other interest in the Condominium Property for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the, Association and to execute and deliver releases on behalf of each Suite Owner upon payment of a claim.



## ARTICLE XI RECONSTRUCTION OR REPAIR AFTER CASUALTY

**11.1 Determination to Reconstruct or Repair.** If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common Elements. If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damaged Common Element is within the building in which the Suites are located (the "Condominium Building") and damages to the Condominium Building extend to one or more of the Suites in which case the provisions relative to reconstruction and repair of the Condominium improvements provided in Paragraph 11.1(b) hereof shall apply.

b. Condominium Improvements.

i. Partial Destruction. If there is damage to the Condominium improvements such that in the judgment of a majority of the Board of Directors will not require repair and reconstruction costs in excess of 80% of total replacement cost of all Condominium improvements exclusive of excavation and foundation cost, then the improvements shall be reconstructed and repaired unless owners of all the Suites and all holders of first mortgages on the Suites agree in writing that the same shall not be repaired, in which case the provisions for termination in 11.2 below shall apply.

ii. Total Destruction. If the Condominium Building is so seriously damaged that the cost of repair will, in the judgment of a majority of the Board of Directors, exceed 80% of total replacement cost exclusive of excavation and foundation cost, then the Condominium Building shall not be reconstructed or repaired unless all of the Suite Owners and all mortgagees holding first mortgages on the Suites shall, within 90 days after casualty, agree in writing that the same shall be reconstructed and repaired.

**11.2 Non-reconstruction to Terminate Condominium Status.** Upon a termination of this Declaration, all of the Suite Owners shall become tenants in common as to the real property and any remaining improvements. Each Suite Owner shall have that percentage interest equal to that Suite's appurtenant interest in the Common Elements. The lien of any mortgage or other encumbrance upon a Suite shall attach in the same order of priority to the encumbered Suite Owner's undivided interest in the property and improvements and in the insurance proceeds. Upon termination, the Association shall distribute the proceeds of any policy or policies of casualty insurance received on account of the damage to the Suite Owners therein and their mortgagees, as their respective interests may appear. The share of insurance proceeds to be allocated to each Suite shall be that fractional interest equal to such Suite's appurtenant interest in the Common Elements.

**11.3 Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original Condominium Building and improvements; or if not, then according to plans and specifications approved by all of the Suite Owners which approvals shall not be unreasonably withheld.

**11.4 Responsibility.** If the damage is only to those parts of Suites for which the responsibility of maintenance and repair is that of the Suite Owners, then the owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

**11.5 Estimate of Costs.** When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

**11.6 Assessments For Reconstruction and Repairs.** If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the owners who own the damaged Suites, and against all Suite Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against owners for damage to Suites shall be in proportion to the cost of reconstruction and repair of their respective Suites. Such assessments on account of damage to Common Elements shall be in proportion to the owners' shares in the Common Elements.

**11.7 Reconstruction Funds.** Reconstruction funds, which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from assessments against Suite Owners, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

a. Suite Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Suite Owner, shall be paid by the Association to the Suite Owner, or if there is a mortgage endorsement as to such Suite, then to the Suite Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

b. Association – Minor Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

c. Association -Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to all owners who have paid assessments pursuant to Section 11.6 hereof in proportion to such assessments, up to the full amount of said assessments.

If funds remain after full refund of all such assessments, such funds shall be distributed ratably to each Suite Owner, with remittance to an owner of a mortgaged Suite being payable jointly to such owner and his mortgagee.

## **ARTICLE XII ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT**

**12.1** The Association is given the authority to administer the operation and management of the Condominium. To provide the funds necessary for such operation and management, the Association has the right to make, levy and collect assessments against the owners of all Suites and said Suites. The making and collection of assessments for Common Expenses shall be pursuant to the By-Laws of the Association and the provisions herein.

**12.2 Uniform Assessments.** Common Expenses and assessments shall be allocated among the Suites in accordance with Section 4.5 hereof.

**12.3 Payments.** The assessment shall be paid as provided in the Association's By-Laws. Assessments not paid within fifteen (15) days after the day when the same shall become due shall be subject to a five percent (5%) late charge to cover the administrative costs incurred in handling delinquent payments and shall bear interest until paid at the rate of eighteen percent (18%) per annum. All payments on account shall be first applied to late charges, then interest and then to the assessment.

**12.4 Lien for Assessments.** The Association shall have a lien on each Suite for any unpaid assessment and for interest thereon which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Volusia County, Florida, of a claim of lien stating the description of the Suite, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Suite shall be required to pay a reasonable rental for the Suite and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the holder of an institutional mortgage obtains title to the Suite as a result of the foreclosure of such mortgage, or a conveyance in lieu of foreclosure of such mortgage, such mortgage holder, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Suite or chargeable to the former owner of such Suite which became due prior to acquisition of title in the manner above provided. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Suite Owners including such mortgage holder, its successors, and assigns. The prior owner or owners of the Suite shall remain personally liable for such unpaid assessments.

### ARTICLE XIII TERMINATION

Except as provided in Article XI, this Declaration and plan of condominium ownership may only be terminated by the unanimous consent of all of the Suite Owners in the Condominium, and all of the parties holding mortgages, liens or encumbrance against said Suites, in which event, the termination of the Condominium shall be by such plan as may then be adopted by said owners and parties holding any mortgages, liens and encumbrances. Such election to terminate this Declaration of Condominium and the plan of Condominium ownership established herein shall be executed in writing by all of the afore named parties, and such instrument shall be recorded in the Public Records of Volusia County, Florida.

### ARTICLE XIV AMENDMENT OF DECLARATION OF CONDOMINIUM

**14.1 Articles of Incorporation and By-Laws.** The Articles of Incorporation and By-Laws may be amended in accordance with the respective provisions for amendment contained therein, and such amendment shall constitute an amendment to the Exhibits to this Declaration, without the necessity for compliance with the provisions of Section 14.2 hereof, provided however that, in the event that an amendment of the Articles of incorporation or By-Laws is inconsistent with any provision of this Declaration, (other than the Exhibit being amended), then the Declaration shall govern, and the amendment shall be ineffective until adopted or ratified in the manner hereinafter set forth.

#### **14.2 Declaration.**

a. **Amendment Required by Institutional Lenders.** Developer reserves the right to amend this Declaration or any exhibit thereto to meet the requirements of any institutional lender which has committed to the making of an mortgage loan on the Condominium or any Suite therein, and such amendment shall not require the approval, consent or joinder of the Association, any Suite Owner, mortgage holder or other person or entity, unless such amendment shall alter the percentage of Common Elements and Common Surplus appurtenant to any Suite not owned by Developer or the share of Common Expense to be borne by any Suite not owned by Developer, in which case written consent shall be required from all owners and mortgagees of any Suites whose percentages or shares would be altered.

b. **All Other Amendments.** An amendment or amendments to this Declaration of Condominium other than as set forth above may be made by recording such amendment duly executed with the formality of a deed by all Suite Owners and the record holders of all mortgages on all Suites, or such amendment may be proposed by the Board of Directors of the Association acting upon a vote of the majority of Directors, or by any Suite Owner whether at a member's meeting or by instrument in writing signed by such Suite Owner. Such a proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty

of the Secretary to give each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than fourteen (14) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of the Association, postage prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of seventy five percent of the record owners of the Suites in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the Secretary or Assistant Secretary of the Association as having been duly adopted original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Volusia County, Florida, forthwith. Thereafter, a copy of such amendment or amendments in the form in which the same were placed of recorded by the officers of the Association shall be delivered to all of the owners of all Suites, but delivery of a copy there of shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member Is not in attendance at such meeting or represented thereat by proxy.

c. Unanimous Consent. In the alternative, an amendment may be made to this Declaration by written agreement executed and acknowledged by the record owner of each Suite in the manner required for execution of a deed, and recorded in the Public Records of Volusia County, Florida, provided however that:

i. the percentage of ownership of Common Elements appurtenant to any Suite, or in any Suite's share of the Common Expenses and Surplus shall not be altered, amended or modified without the written consent of the owners and mortgagees of all Suites in the Condominium whose percentages would be altered; and

ii. no alteration, amendment or modification shall be made in the rights and privileges of mortgagees; including specifically, but not by way of limitation, those contained in Article X (Insurance) or Article XII (Assessments) or this Article without the consent of all mortgagees.

## ARTICLE XV REMEDIES IN EVENT OF DEFAULT

**15.1 Relief Generally.** The owner or owners of each Suite shall be governed by and shall comply with the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and such Rules and Regulations as may be adopted from time to time. A default by the owner or owners of any Suite shall entitle the Association or the owner or owners of any other Suite to the relief herein.

**15.2 Grounds for Relief.** Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action at law or equity and which relief may be sought by the Association or, if appropriate, by an aggrieved owner of a Suite.

**15.3 Negligence.** The owner or owners of each Suite shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, or carelessness, or by that of his invites, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Suite or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

**15.4 Attorney's Fees.** In a proceeding arising because of an alleged default hereunder by any Suite Owner or the Association, the prevailing party shall be entitled to recover the costs of the proceedings, and such party's reasonable attorney's fees as may be determined by the Court.

**15.5 No Waiver.** The failure of Developer, or of the Association, or of any Suite Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or other above mentioned documents shall not constitute a waiver of the right of Developer, the Association or the owner to enforce such right, provision, covenant or condition in the future.

**15.6 Cumulative Remedies.** All rights, remedies and privileges granted to the Association or the owner or owners of a Suite pursuant to any terms, provisions, covenants or conditions of this Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall, it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be available to such party at law or in equity.

## **ARTICLE XVI RIGHTS OF DEVELOPER**

**16.1 Assignable.** All rights in favor of Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are fully assignable, in whole, or in part by Developer and may be exercised by the nominee of Developer and/or exercised by any person designated by Developer to succeed to such right or rights and by any person or entity becoming a successor to Developer by operation of law.

**16.2 Limited Turnover.** Developer is not responsible for the payment of Association fees for a Unit, dues or other expenses of any kind or nature until the following have occurred:

a. A Unit is complete in all material respects and a Certificate of Occupancy for said Unit has been issued by the City of Port Orange; or

b. A Unit is either transferred by deed or leased by written Lease Agreement to a third party. Developer may choose to guarantee the Budget for a period of time as may be determined by Developer, at Developers sole option. Developer has no responsibility to pay reserve account unless items unless Developer agrees to do so, at Developers sole option.

**ARTICLE XVII**  
**USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER**  
**OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF**  
**CONDOMINIUM, RULES AND REGULATIONS**

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration of Condominium, and all documents appurtenant here to and incorporated herein and the mere acquisition or rental of any Suite, or the mere act of occupancy of any Suite shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

**ARTICLE XVIII**  
**SALE (TRANSFER) OR LEASE, CONVEYANCE, DISPOSITION**

**18.1 Intent.** The purpose and object of this Declaration is to maintain a businesslike, tranquil, nontransient, and professionally oriented atmosphere with the Suite Owner conducting its business in compatible coexistence with other financially responsible persons or entities. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large financial investment of each Suite Owner. Therefore, the lease, conveyance, disposal, and financing of the Suites by Owners shall be subject to this Declaration and the provisions herein.

**18.2 Association Approval Required.** Except for Developer sales, no Suite Owner may sell, lease, give, or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written Instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the Condominium, and the Official Record Book (O.R. Book) and Page numbers in which this Declaration was originally recorded. For all unit transfers of title other than from Developer, the approval must be recorded simultaneously in the Public Records of Volusia County, Florida with the deed or other instrument transferring title to the unit.

a. **Devise or Inheritance.** If any Suite Owner shall acquire title by devise or inheritance, said transfer of ownership shall be exempt from the provisions of Paragraph 18.1 above. The continuance of ownership shall not be subject to the approval of the Association. Such Suite Owner shall give the Association notice of the title acquisition together with such additional information concerning the Suite Owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may require said information.

b. Leases. Approvals of leases need not be recorded. Only entire units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium Documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them, and such funds shall be secured as a charge. Each Suite Owner shall pay them, and such funds shall be secured as a charge. Each Suite Owner irrevocably appoints the Association as owner's agent authorized to bring actions in Owner's name and at Owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the Suite Owner at or before the commencement of the lease term. The minimum leasing period is one (1) year.

c. Approval Procedure The approval of the Association shall be obtained as follows:

i. Written Notice. Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, written notice shall be given the Association by the Owner of intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100. Or as permitted by law from time to time.

ii. Association's Options. The Association has the first right of refusal that may be exercised on receipt of notice as outlined in Paragraph 18.1(c)(1). The Association must, within 15 days after receipt of all the information required above, in the following order and priority, either disapprove the transfer whether or not for cause, and furnish an alternate purchaser approved by the Association with existing owners having a preference over non-owners or; (a) the Association may elect to purchase, and the owner must sell to such alternate or Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale; (b) approve the transaction or (c) disapprove the transaction. If disapproved, the Association may not act arbitrarily or unlawfully or in a manner that is discriminatory. Approval may be withheld only for reasons rationally related to the protection, preservation, and proper operation of the Condominium and for the purposes as set forth herein. If the Association fails to act as required herein, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

iii. First Right of Refusal. If any of the unit owners' desires to exercise the rights enumerated in subparagraph (a) above. A unit owner shall have the right to require the Association to disapprove a proposed sale If more than one (1) unit owner desires to exercise the right to purchase. The unit owner closest to the unit for sale shall be given priority, and if more than (1) one unit owner that is located on each side of the subject unit for sale wishes to exercise his/her right to purchase then the unit owner that has the larger square footage unit shall be given the first priority.



iv. Closing Date. The sale shall be closed on the same terms set forth in this proposal given to the Association but no later than (60) days after an alternate purchaser has been furnished or the Association has elected to purchase.

v. Notice of Disapproval. If the Association disapproves the proposed transaction (subject to the qualifications contained herein), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the unit have been paid.

vi. Judicial Sales. Judicial sales are exempt from this Article.

vii. Approved Transactions. Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

viii. Estoppel Request. Any request made to the association must pay a two hundred fifty-dollar (\$250.00) fee to the Association. The amounts for administrative assessments may be increased by up to ten percent (10%) per year.

## **ARTICLE XIX SEVERABILITY**

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

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IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in it same this 24<sup>th</sup> day of September 2020.

Signed, sealed and delivered:  
in the presence of:

DECLARANT/DEVELOPER

SUN GLOW CONSTRUCTION, INC.

Print Name: MARSHALL

Arum Khazraee  
Arum Khazraee, President

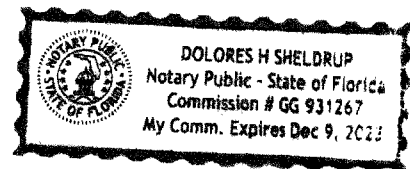
Print Name: Dolores H Sheldrup

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 24<sup>th</sup> day of September 2020, by Arum Khazraee, as President of Sun Glow Construction, Inc., a Florida corporation, who is ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification and who did not take an oath.

Dolores H Sheldrup  
NOTARY PUBLIC

Type or print name:  
Commission No.

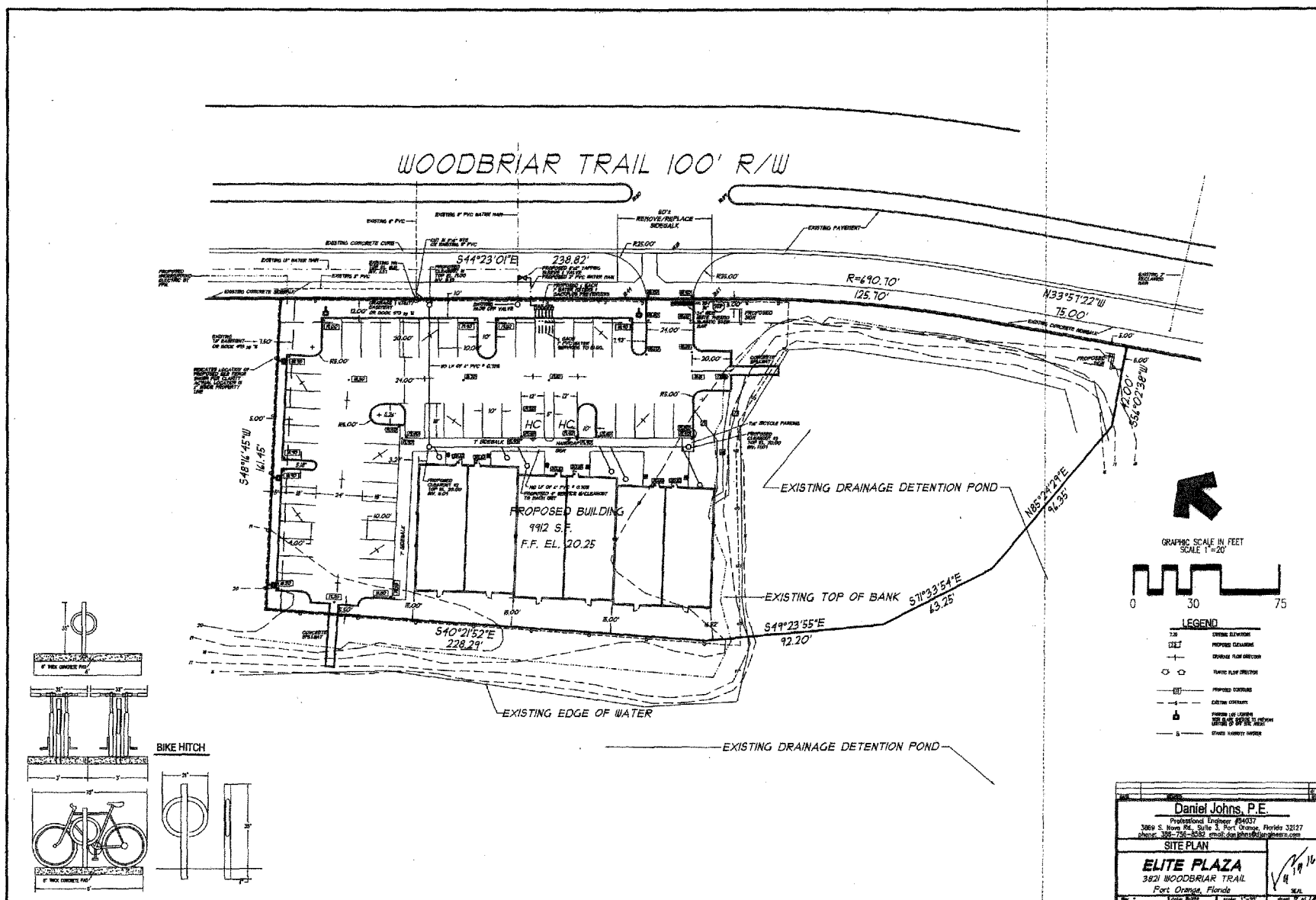


**Exhibit A**

Survey, Legal Description and Site Plan, Landscaping, and Irrigation plans



EXHIBIT-A(11)





**RICHARD L. POORE, L.A.**  
Landscape Architect  
10000 W. BOULEVARD, SUITE 100  
FORT MYERS, FL 33907  
TEL: (888) 888-8888 FAX: (888) 888-8888

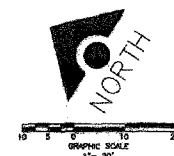
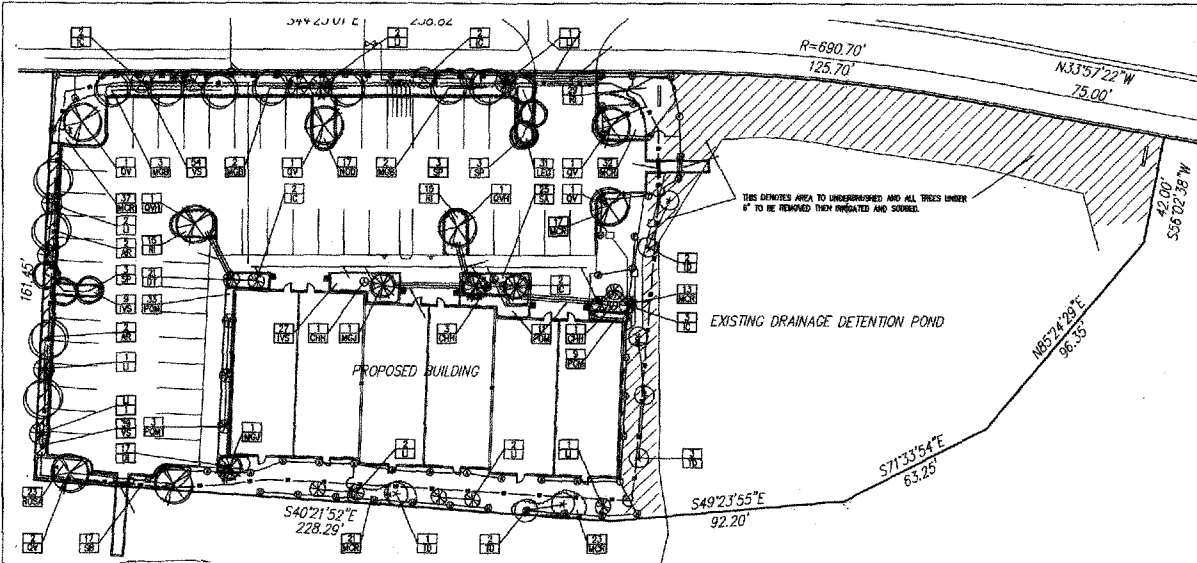
**LANDSCAPING PLAN**

**ELITE PLAZA**  
3821 WOODBRIAR TRAIL  
PORT ORANGE, FL



SEAL OF RICHARD L. POORE, L.A.  
Landscape Architect  
No. 15533  
FLA. LANDSCAPE ARCHT. BOARD  
EXPIRATION DATE 12/31/2025

EXHIBIT-A(111)



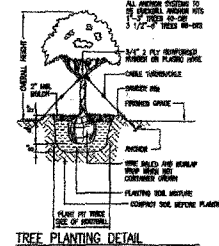
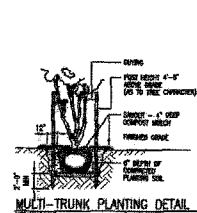
**LANDSCAPE NOTES:**

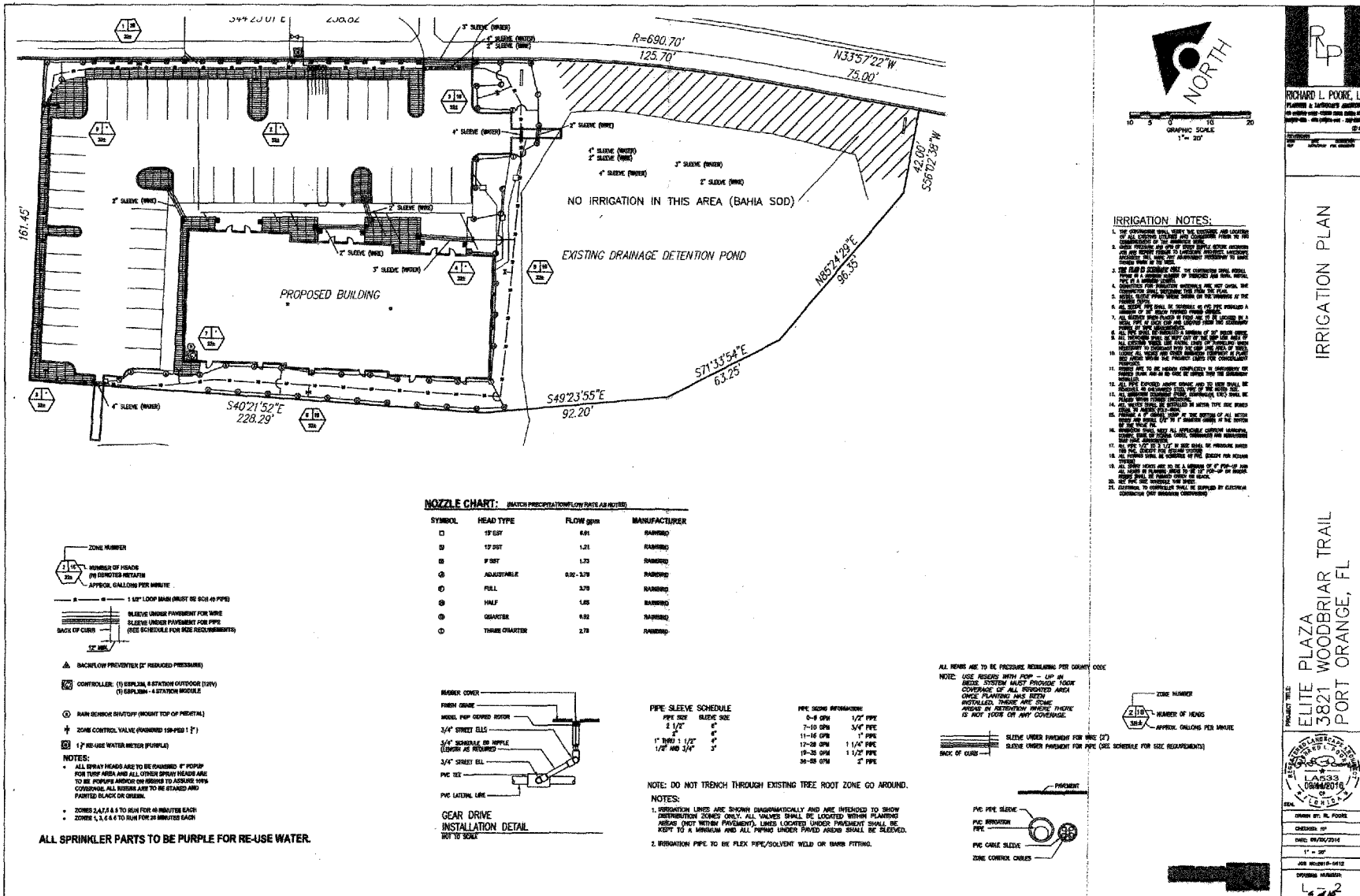
1. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA PLANTS OR BETTER AS DETERMINED BY THE CURRENT "CONCRETE AND STANDARDS FOR PLANTING", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
2. MULCH SHALL BE FINE BARK MULCH, GRADE "A", INSTALLED A MINIMUM OF 2" THICK OVER A 4" MIN. VIBRO COMPACTED "A" SANDY GARDENING OR GROWTH MEDIA SUBSTRATE IN ALL PLANTING AREAS.
3. MULCHING SHALL BE DONE AS NECESSARY TO MAINTAIN MULCH DEPTH. MULCHING SHALL BE DONE AS NECESSARY TO MAINTAIN MULCH DEPTH. MULCHING SHALL BE DONE AS NECESSARY TO MAINTAIN MULCH DEPTH.
4. ALL DRAINAGE SHALL BE FIELD-DESIGNED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. WITH ANY CHANGES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
5. THE PLANT MATERIALS SHALL BE PROVIDED FOR THE CONFORMANCE OF THE LANDSCAPE CONTRACTOR. SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
6. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
7. ALL PLANTING SHALL BE DONE WITH "ROUND-UP" AND "ROCKSTAR" USE AS DIRECTED BY MANUFACTURER.
8. NO BRUSHING OR CHIPPING OF ANY KIND WILL BE ALLOWED AT THE TIME OF PLANTING OR AS TO PROVIDE FOR PAIN COMPENSATION.
9. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDUITS PRIOR TO THE CONSTRUCTION OF ANY WORK.
10. ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SUBMITTAL BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
11. ALL PLANTING AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
12. PRIOR TO CONSTRUCTION OF PLANTING, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IF IN THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AVOID THE RISK OF INADEQUATE FERTILITY AND AN FOR CONSTRUCTING PLANT MATERIAL, ALL TESTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
13. EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES EXISTING TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CAUSING OF DAMAGE OR INJURY TO THE TRUNK OF ANY TREE OR DAMAGE TO TREES TO BE REMOVED OR THOSE REMOVED. THE CONTRACTOR SHALL ALLOW THE DISPOSAL OF TRUNKS, BRANCHES, ROOTS AS PINE, OIL, BULB, ADHESIVE, CONCRETE, BRICKS, IN ANY STONE MATERIAL, MINOR, TO THE LIFE OF A TREE WITHIN THE DRAINAGE LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENTS, NESTS, OTHER THAN PROTECTIVE HOUSING, SHALL BE REMOVED OR DESTROYED TO A TREE.
14. ALL CHANGES TO THE PLAN AND/OR SPECIFICATIONS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT (L.A.) FOR REVIEW.
15. ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED WITH THEIR PROPER STAKING SYSTEM FOR STAKING TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ANCHORING MULTI-TRUNK SYSTEM.
16. ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT PRIOR TO BEING INSTALLED.
17. ALL UNDERSTORY TREES NOT OTHERWISE PLANTED OR MULCHED SHALL BE STAKED WITH AN ANCHORING SYSTEM FOR STAKING TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ANCHORING MULTI-TRUNK SYSTEM.
18. PLANT MATERIAL SHALL BE CLEANLY IDENTIFIED AS FLORIDA PLANT OR BETTER ON EITHER LABEL OR TAGS.
19. ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
20. ALL TREES IN SOIL TO BE IN A 16 FOOT MINIMUM DIAMETER MULCHED WITH UNLESS NOTED OTHERWISE ON THE DRAWING.

**LANDSCAPE NOTES:**

HEAVE PLANTS NOT TO BE CLOSER THAN 30" TO HOUSE  
ALL PLANTS TO BE FLORIDA PLANT OR BETTER  
TO BE STAKED WITH EMPIRE SYSTEM  
TO BE MULCHED WITH FINE BARK AT A DEPTH OF 3"  
LANDSCAPE CONTRACTOR MUST ANALYZE SOIL CONDITION BEFORE PLANTING TO ESTABLISH IF ANY SOIL AMENDMENTS ARE NEEDED IN AN EFFORT TO ENSURE HEALTHY GROWTH AND DEVELOPMENT OF ALL PLANTS.

QUANTITY	CODE	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION	SPACING
<b>PLANTING SCHEDULE</b>					
17	01	DATEL PRODRIVER	WHITE ANTHURUS	1" GAL, 12" HGT, 10" SPK	2' OC
27	02	DATEL PRODRIVER	FLAT LILY	1" GAL, 12" HGT, 10" SPK	2' OC
36	03	DATEL PRODRIVER	ORANGE DAZON HOLLY	3" GAL, 16" HGT, 10" SPK	3' OC
31	04	DATEL PRODRIVER	EVERGREEN GRAY LIRIOPE	1" GAL, 12" HGT, 10" SPK	18" OC
143	05	DATEL PRODRIVER	RED MOUNTAIN GRASS	3" GAL, 16" HGT, 10" SPK	2' OC
17	06	DATEL PRODRIVER	ORANGE DAZON HOLLY	3" GAL, 16" HGT, 10" SPK	3' OC
53	07	DATEL PRODRIVER	ORANGE DAZON HOLLY	3" GAL, 16" HGT, 10" SPK	3' OC
3	08	DATEL PRODRIVER	ORANGE DAZON HOLLY	3" GAL, 16" HGT, 10" SPK	3' OC
59	09	DATEL PRODRIVER	ORANGE DAZON HOLLY	3" GAL, 16" HGT, 10" SPK	3' OC
23	10	DATEL PRODRIVER	ORANGE DAZON HOLLY	3" GAL, 16" HGT, 10" SPK	3' OC
25	11	DATEL PRODRIVER	ORANGE DAZON HOLLY	3" GAL, 16" HGT, 10" SPK	3' OC
17	12	DATEL PRODRIVER	ORANGE DAZON HOLLY	3" GAL, 16" HGT, 10" SPK	3' OC
<b>PALMS &amp; TREES</b>					
1	01	ACER RUBRUM	FLORIDA FLAME	10-12" HGT, 2 1/2" CAL @ 6"	SEE PLAN
9	02	CHAMAEDORUS HUMULIS	EUROPEAN FAN PALM	7" HGT, 40" HGT, 10" SPK	SEE PLAN
1	03	HEX OXIDE	DAZON HOLLY	6-8" HGT, 1 1/2" CAL @ 6"	SEE PLAN
12	04	LAURUS NOBILIS	MIRACLES	6" HGT, 3-5" TRUNK 1 1/2" CAL @ 6"	SEE PLAN
2	05	MAHONIA	BRICKEN BROWN	10-12" HGT, 3" SPK, 2 1/2" CAL @ 6"	SEE PLAN
7	06	MAHONIA	BRICKEN BROWN	10-12" HGT, 3" SPK, 2 1/2" CAL @ 6"	SEE PLAN
8	07	MAHONIA	BRICKEN BROWN	10-12" HGT, 3" SPK, 2 1/2" CAL @ 6"	SEE PLAN
2	08	MAHONIA	BRICKEN BROWN	10-12" HGT, 3" SPK, 2 1/2" CAL @ 6"	SEE PLAN
2	09	MAHONIA	BRICKEN BROWN	10-12" HGT, 3" SPK, 2 1/2" CAL @ 6"	SEE PLAN
2	10	MAHONIA	BRICKEN BROWN	10-12" HGT, 3" SPK, 2 1/2" CAL @ 6"	SEE PLAN
2	11	MAHONIA	BRICKEN BROWN	10-12" HGT, 3" SPK, 2 1/2" CAL @ 6"	SEE PLAN
2	12	MAHONIA	BRICKEN BROWN	10-12" HGT, 3" SPK, 2 1/2" CAL @ 6"	SEE PLAN





**Exhibit B**  
Floor Plan and Elevations



All design, plan, and information contained herein are copyrighted property of Ratliff Architecture + Urban Design, P.C.

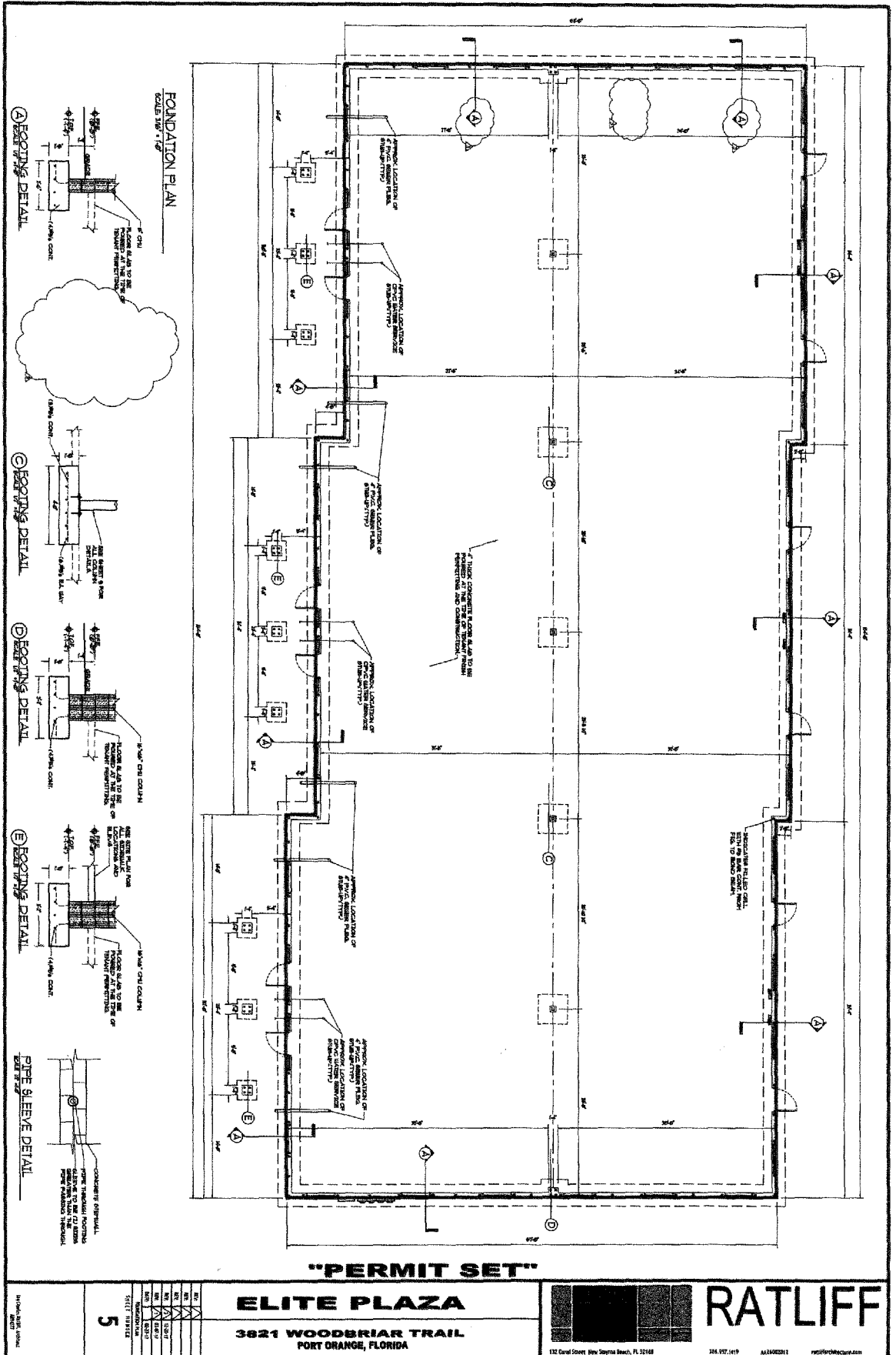
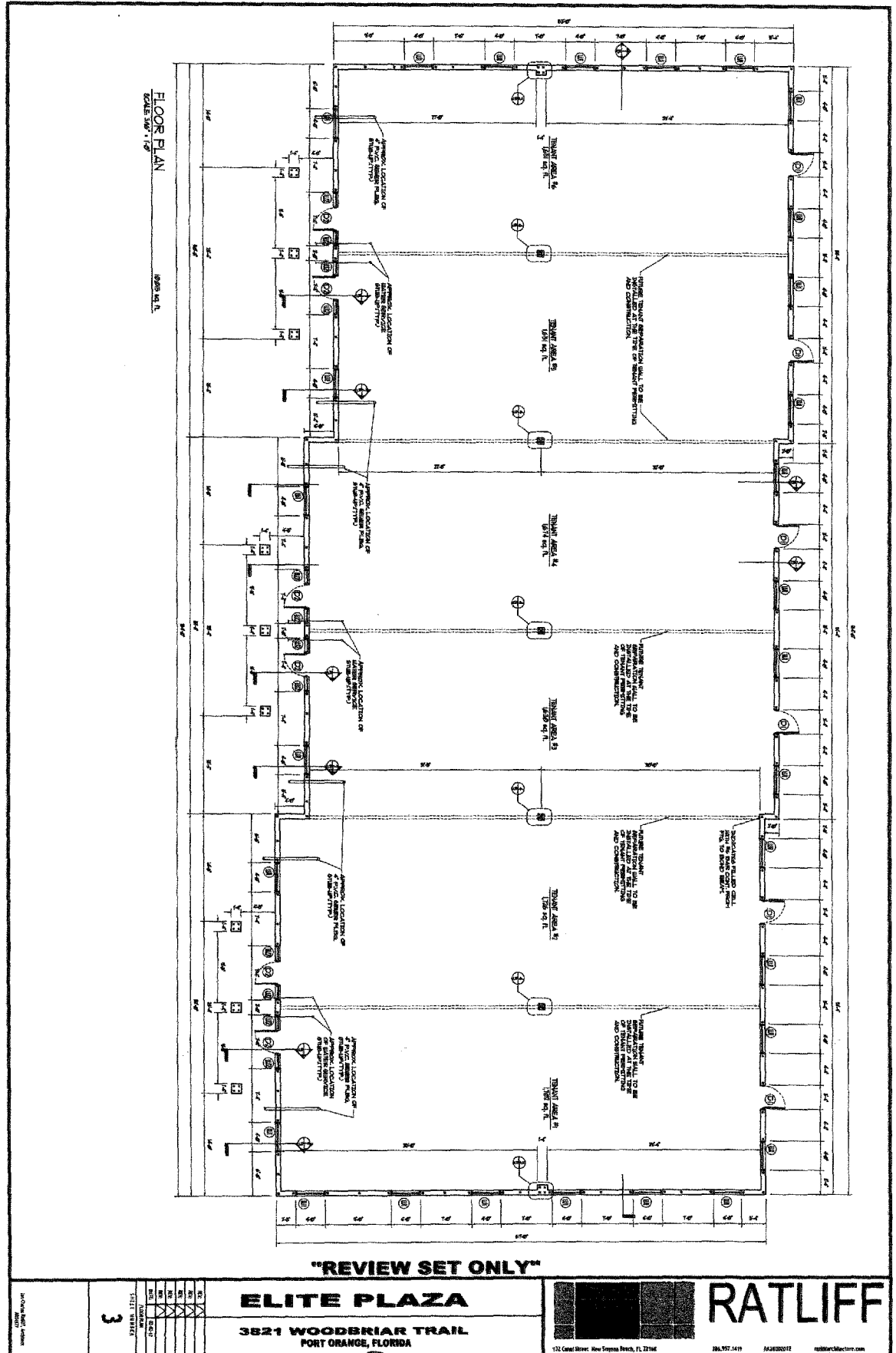
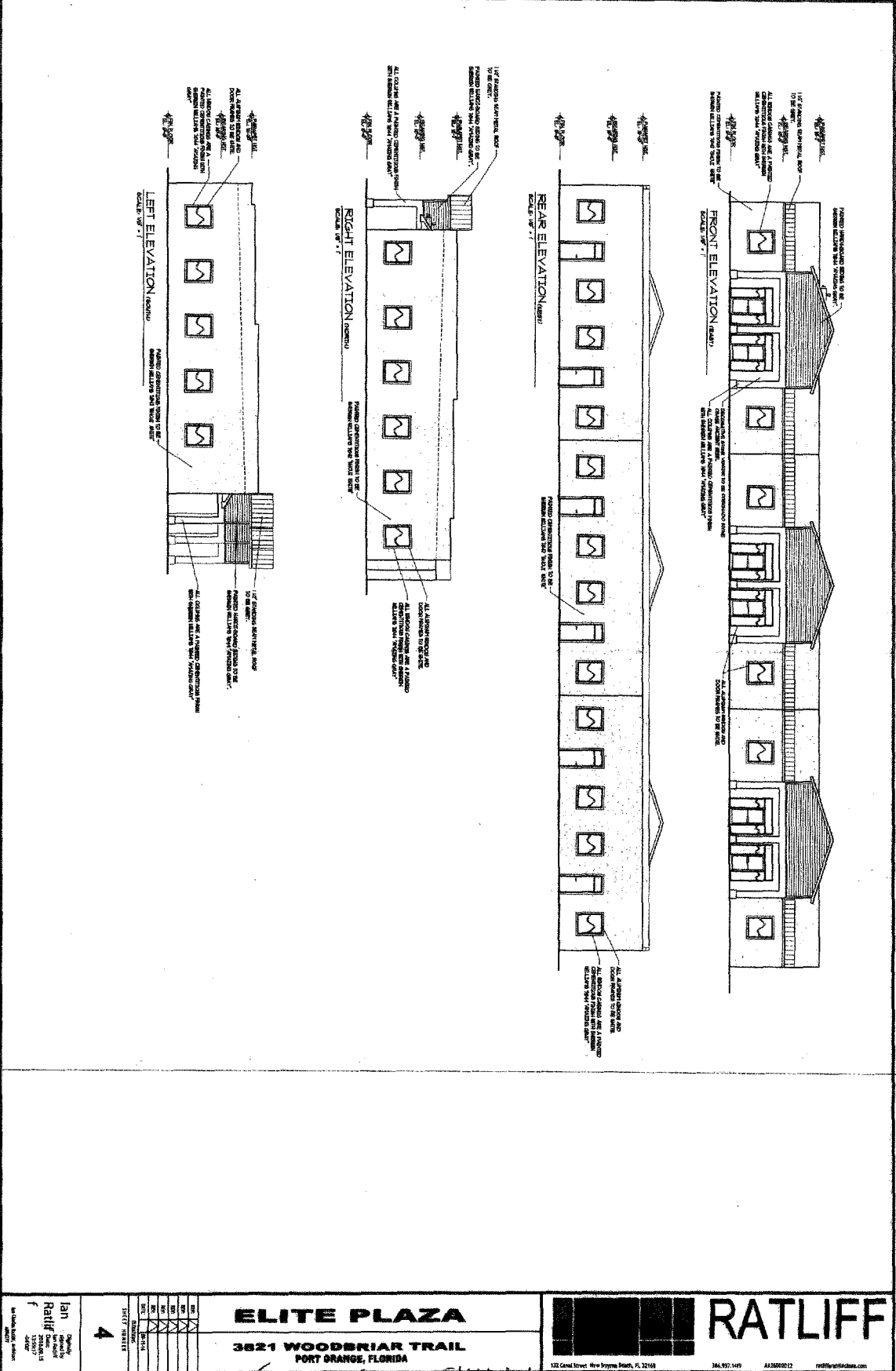


EXHIBIT-B(1)

All designs, notes, and information contained herein are copyrighted property of Ratliff Architecture & Design, Inc.



All drawings, titles, and information contained herein are copyrighted property of Ratliff Architecture + Urban Design, P.C.



**ELITE PLAZA**

3621 WOODBRIAR TRAIL  
PORT ORANGE, FLORIDA

**RATLIFF**

132 Canal Street, New Smyrna Beach, FL 32168  
361.937.1419  
AIA 30000112  
ratliff@ratliff.com

NO.	DATE	DESCRIPTION
001	10/1/20	100% CD
002	10/1/20	90% CD
003	10/1/20	80% CD
004	10/1/20	70% CD
005	10/1/20	60% CD
006	10/1/20	50% CD
007	10/1/20	40% CD
008	10/1/20	30% CD
009	10/1/20	20% CD
010	10/1/20	10% CD
011	10/1/20	5% CD
012	10/1/20	0% CD

4

1/18

lan  
Ratiff  
10/1/20

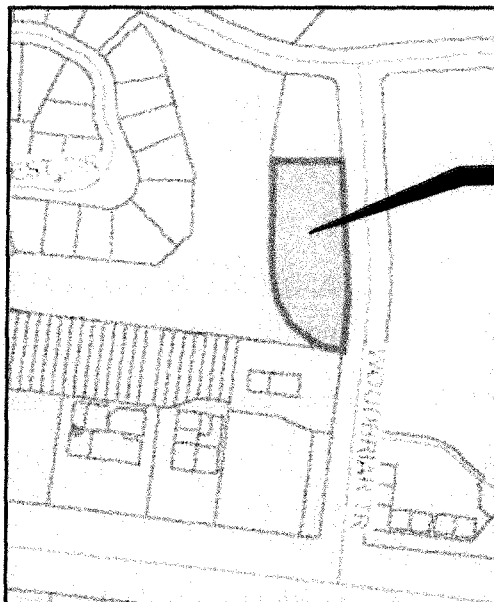
EXHIBIT-B (11)

**Exhibit C**  
As Built Survey and Certification

**EXHIBIT I**

**ELITE PLAZA**  
*A Land Condominium*  
 3821 Woodbriar Trail  
 Port Orange, Florida  
 Volusia County

**EXHIBIT C-V**  
 PAGE 1 OF 3

**SITE LOCATION**

LAT: N  
 29°07'47.6"  
 80°58'44.5"

VICINITY MAP - NOT TO SCALE

**GENERAL NOTES:**

1. BOUNDARY PROVIDED FROM BOUNDARY SURVEY PERFORMED BY KUHAR SURVEYING & MAPPING.
2. DIMENSIONS FOR UNITS ARE INSIDE MEASUREMENTS AND SQUARE FOOTAGE.
3. UNDERGROUND FOUNDATIONS NOT LOCATED.
4. SEE SURVEY PERFORMED BY SAID KUHAR FOR LEGAL DESCRIPTION.
5. NOT VALID WITHOUT SHEETS 1 THROUGH 3 TOGETHER AND THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SEAL OF A LICENSED SURVEYOR AND MAPPER.

**LEGEND:**

A/C	AIR CONDITIONER	NO.	NUMBER
FL	FLORIDA	OWB	OFFICE WORK BY
LB	LICENSED BUSINESS	P.B.	PLAT BOOK
LC	LICENSED CORPORATION	PG.	PAGE
LLC	LIMITED LIABILITY COMPANY	TYP	TYPICAL
LS	LICENSED SURVEYOR		

**SCHEDULE****SHEET CONTENT**

1. COVER SHEET / VICINITY MAP / LEGEND / GENERAL NOTES
2. SITE SKETCH / GRAPHIC
3. CONDOMINIUM DOCUMENT

**THIS IS NOT A  
 SURVEY**

SEE SHEET 3 OF 3 FOR  
 SURVEYOR'S SIGNATURE

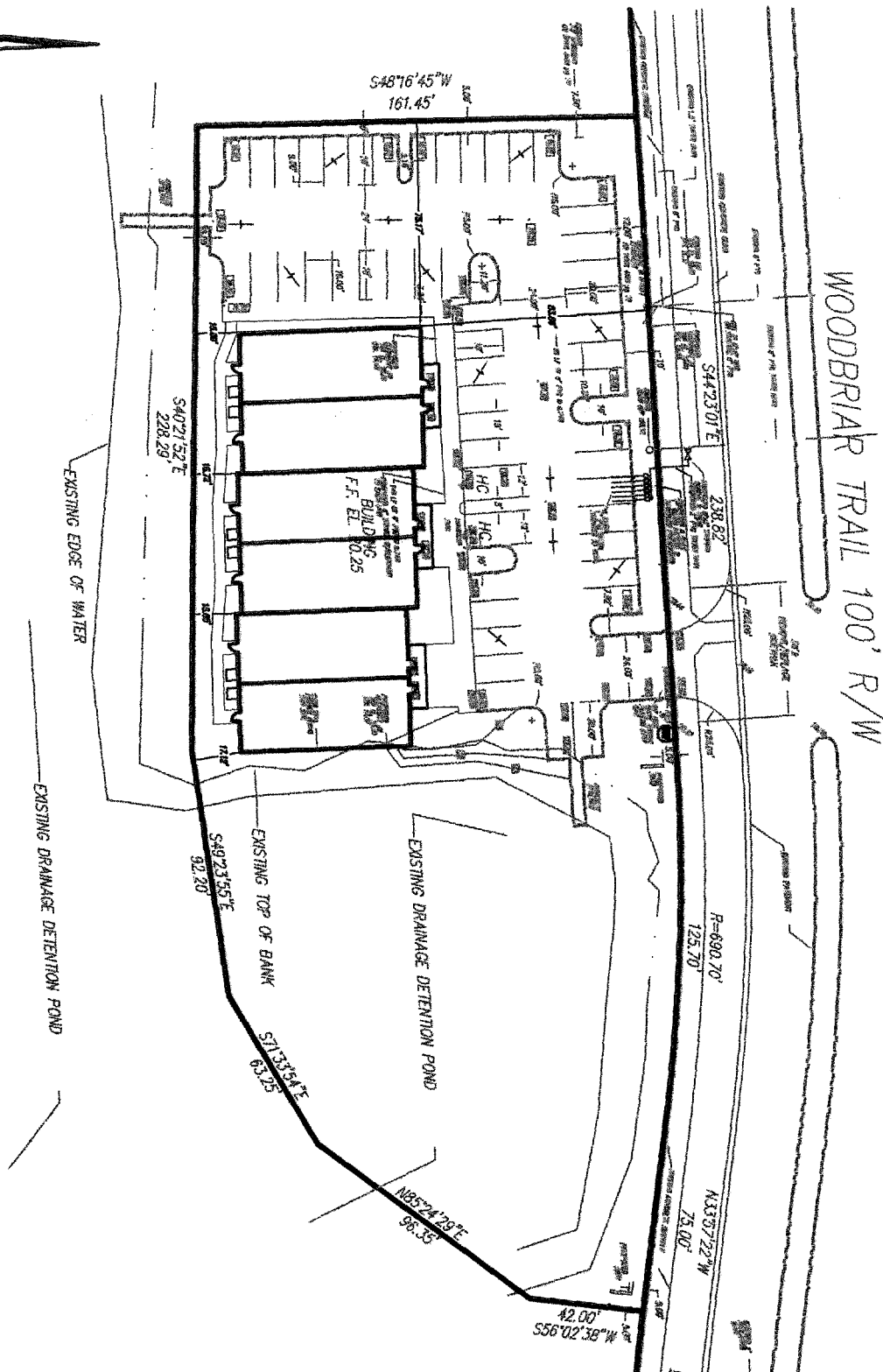
OWB: BR  
 DATE:  
 08-17-2020  
 MAP SUBJECT:  
 3821  
 WOODBRIAR  
 TRAIL  
 SCALE:  
 N/A

**TYPE OF SURVEY:**

**SKETCH**

Professional Surveyor  
 Phone: 386.216.5730  
 555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

**S A L A**  
**SURVEYING, INC.**  
 Residential Commercial Construction

EXHIBIT C-(j)  
PAGE 2 OF 3

**THIS IS NOT A  
SURVEY**

SEE SHEET 3 OF 3 FOR  
SURVEYOR'S SIGNATURE

OWB: BR  
DATE:  
08-17-2020  
MAP SUBJECT:  
3821  
WOODBRIAR  
TRAIL  
SCALE:  
1" = 60'

TYPE OF SURVEY:

SKETCH



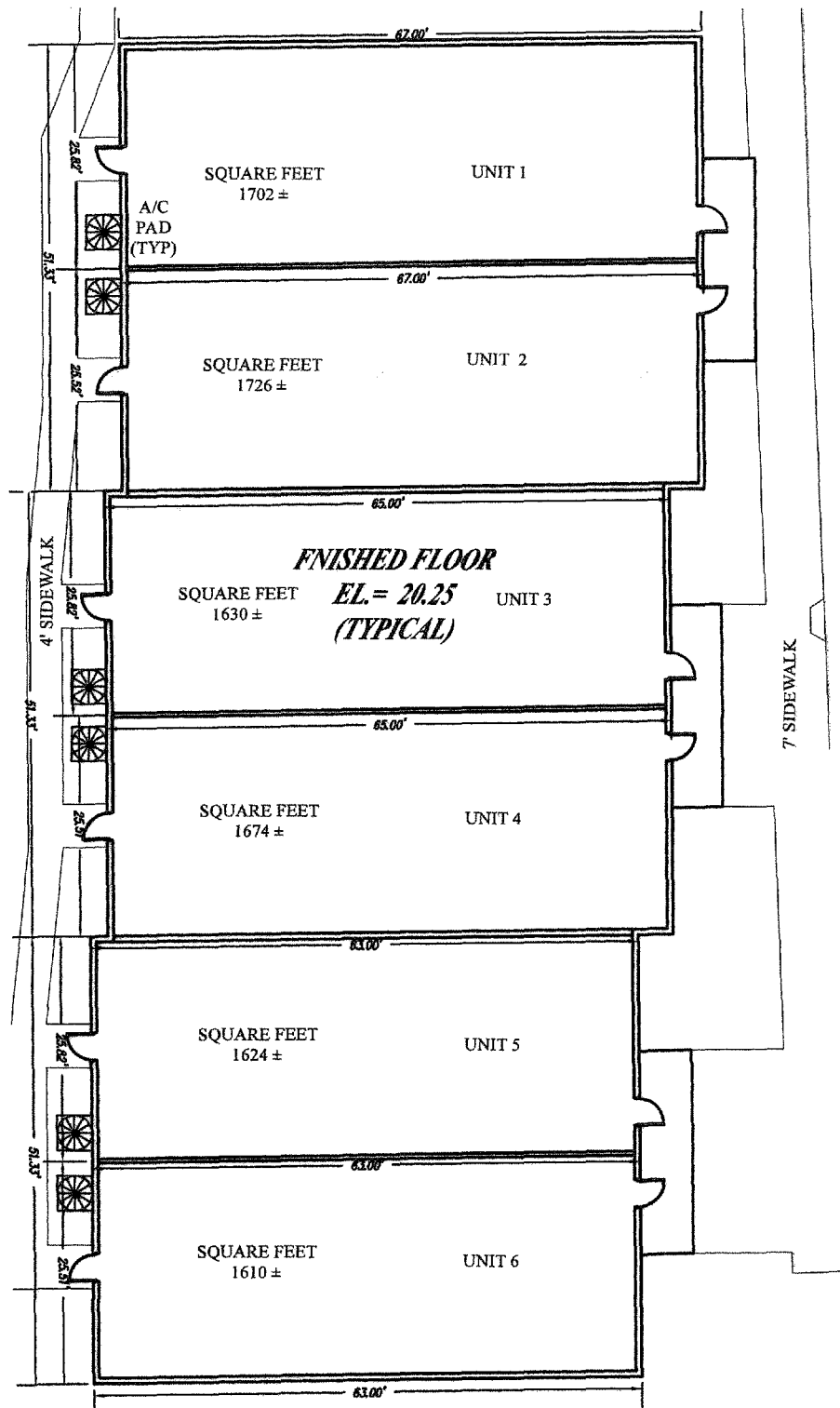
Professional Surveyor  
Phone: 386.216.5730  
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

**S A I A**  
**SURVEYING, INC.**

Residential Commercial Construction

EXHIBIT C-1  
PAGE 3 OF 3

AS-BUILT / RECORD  
DRAWING FOR FOUNDATION  
OUTSIDE DIMENSIONS  
9,966 SQ FT  
TOTAL BUILDING



**NOTE:**  
INTERIOR DIMENSIONS  
PROVIDE BY CLIENT

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-8, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*David McMillen*  
LS # 6378  
08-17-2020  
DAVID McMILLEN  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: BR  
DATE: 08-17-2020  
MAP SUBJECT:  
3821  
WOODBRIAR  
TRAIL  
SCALE:  
1" = 20'

TYPE OF SURVEY:

SKETCH

Professional Surveyor

SAIA  
SURVEYING, INC.  
Residential Commercial Construction  
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

EXHIBIT-C(ii)

**SURVEYORS CERTIFICATE**

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5 J - 17. 050 THRU 17.0 53, FLORIDA ADMINISTRATIVE CODE.

**David McMillen A1A Surveying, Inc. FLORIDA PROFESSIONAL SURVEYOR/ MAPPER #6378,**

PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IS A CORRECT REPRESENTATION OF THE REAL PROPERTY DESCRIBED HEREIN AND THE IMPROVEMENTS LOCATED THEREON, THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS COMPLETE SO THAT THIS SURVEY, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE UNITS, AND COMMON ELEMENTS, AND EACH CONDOMINIUM UNIT CAN BE DETERMINED FROM THIS SURVEY.

David L.  
McMillen

Digitally signed by  
David McMillen  
Date: 2020.09.11  
07:37:56 -04'00'

9/11/2020

Signature

Date:



**Exhibit D**

**Schedule of Undivided Interests and Estimated Budget for 2020**

EXHIBIT - DCI)

**2020 OPERATING BUDGET  
ELITE PLAZA CONDOMINIUM ASSOCIATION**

Total SF:  
9,966

	<u>ESTIMATED</u> 2020 28540	<u>ACTUAL</u> 2020	<u>PROJECTED</u> 2021
<b><u>INCOME</u></b>			
Cam fees			
<b><u>ADMINISTRATION</u></b>			
License	\$ 60.00		
Accounting Services	\$ 1,000.00		
Taxes			
Insurance	\$ 4,000.00		
Office expense	\$ 150.00		
Master Association	\$ 850.00		
Administrative Fee	\$ 4,200.00		
<b>Total Administration:</b>	<b>\$ 10,260.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>MAINTENANCE &amp; REPAIR</u></b>			
Building Maintenance	\$ 1,000.00		
Landscaping Maintenance	\$ 5,400.00		
Irrigation Maintenance/ Fountains	\$ 600.00		
Termite Renewal & Exterial Pest Control	\$ 500.00		
<b>Total Maint. &amp; Repair:</b>	<b>\$ 7,500.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>UTILITIES</u></b>			
Electric (common elements)	\$ 1,500.00		
<b>Total Utilities:</b>	<b>\$ 1,500.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenses:</b>	<b>\$ 19,260.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>RESERVES:</u></b>			
Free Standing Sign	\$ 1,000.00		
Building (Exterior Stucco & Painting)	\$ 2,000.00		
Roof	\$ 3,000.00		
Parking Lot Repair, Sealing, Striping	\$ 1,000.00		
Well / Irrigation/ Fountains	\$ 500.00		
Water Fountain	\$ 280.00		
Landscaping Replacement	\$ 1,000.00		
Parking Lot Lighting	\$ 500.00		
<b>Total Reserves:</b>	<b>\$ 9,280.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL EXPENSES + RESERVES:</b>	<b>\$ 28,540.00</b>	<b>\$ -</b>	<b>\$ 28,540.00</b>
<b>Per Sq. Ft.</b>	<b>\$ 2.86</b>	<b>\$ -</b>	<b>\$ 2.86</b>

**Breakdown per Unit:**

	<u>Unit Sq. ft.</u>	<u>Total Based on</u>	<u>%</u>	<u>Annual Dues</u>	<u>\$2.86</u> <u>Monthly</u>	<u>Quarterly</u>
Suit 1	1,702	9,966	17%	\$4,874.08	\$406.17	\$1,218.52
Suit 2	1,726	9,966	17%	\$4,942.81	\$411.90	\$1,235.70
Suit 3	1,630	9,966	16%	\$4,667.89	\$388.99	\$1,166.97
Suit 4	1,674	9,966	17%	\$4,793.90	\$399.49	\$1,198.47
Suit 5	1,624	9,966	16%	\$4,650.71	\$387.56	\$1,162.68
Suit 6	1,610	9,966	16%	\$4,610.62	\$384.22	\$1,152.65
	<b>9,966</b>		<b>100%</b>	<b>\$28,540.00</b>	<b>\$2,378.33</b>	<b>\$7,135.00</b>

EXHIBIT-D (ii)

**EXHIBIT A-4**

TO DECLARATION OF  
CONDOMINIUM ELITE PLAZA. A  
CONDOMINIUM

SCHEDULE OF UNDIVIDED INTEREST AND PROPORTIONATE SHARE OF  
COMMON EXPENSES, COMMON SURPLUS AND COMMON ELEMENTS  
APPURTENANT TO EACH UNIT

<u>SUITE</u>	<u>SQUARE FOOTAGE</u>	<u>UNDIVIDED INTERESTS AND PROPORTIONATE SHARE</u>
Suite 1	1,702	17%
Suite 2	1,726	18%
Suite 3	1,630	16%
Suite 4	1,674	17%
Suite 5	1,624	16%
Suite 6	1,610	16%
<b>TOTAL</b>	<b>9,966 Square Feet</b>	<b>100%</b>

**Exhibit E**  
Articles of Incorporation

07/13/2020 4:11:15 PM PAGE 1/001 Fax Server

EXHIBIT-E



August 13, 2020

## FLORIDA DEPARTMENT OF STATE

Division of Corporations

ELITE PLAZA CONDOMINIUM ASSOCIATION, INC.

763 N. BEACH STREET

ORMOND BEACH, FL 32174

The Articles of Incorporation for ELITE PLAZA CONDOMINIUM ASSOCIATION, INC. were filed on August 12, 2020, and assigned document number N20000008862. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H20000275186.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Sincerely,  
DANIEL L O'KEEFE  
Regulatory Specialist II  
New Filings Section  
Division of Corporations

Letter Number: 320A00015360

P.O BOX 6327 - Tallahassee, Florida 32314

**ARTICLES OF INCORPORATION  
OF  
ELITE PLAZA CONDOMINIUM ASSOCIATION, INC.,  
A FLORIDA NOT-FOR-PROFIT CORPORATION  
(UNDER THE LAWS OF THE STATE OF FLORIDA)**

---

The undersigned incorporator, for the purpose of forming a not-for-profit corporation under the laws of Florida, hereby adopts the following Articles of Incorporation for the purposes set forth below.

**ARTICLE 1  
Name and Address**

The name of the corporation is Elite Plaza Condominium Association, Inc. The principal address of the Corporation is 763 n. Beach Street, Ormond Beach, FL 32174. For convenience, the Corporation shall be referred to in this document as the "**Association**," the Declaration of Condominium as the "**Declaration**," these Articles of Incorporation as the "**Articles**," and the Bylaws of the Association as the "**Bylaws**."

**ARTICLE 2  
Purpose**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, the Condominium Act (the "**Act**") for the operation of that certain condominium located at 3821 Woodbriar Trail, Port Orange, Volusia County, Florida, and known as **ELITE PLAZA, a Condominium**.

**ARTICLE 3  
Definitions**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary or unless the context otherwise requires.

**ARTICLE 4  
Powers**

The powers of the Association shall include and be governed by the following:

- 4.1 **General.** The Association shall have all of the common-law and statutory powers of a not-for profit corporation under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws, or the Act.
- 4.2 **Enumeration.** The Association shall have the powers set forth in the Act except as limited by these Articles, the Bylaws, and the Declaration (to the extent that they are not in conflict with the Act) and all of the powers reasonably necessary to operate the Condominium under the Declaration and as more particularly described in the Bylaws, including, but not limited to, the following:
  - (a) To make and collect assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

- (b) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium or Association Property.
  - (c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, and other property acquired or leased by the Association.
  - (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and Unit Owners.
  - (e) To make and amend reasonable rules and regulations as provided in the Bylaws.
  - (f) To approve or disapprove the leasing, transfer of ownership, and occupancy to the extent authorized by the Declaration.
  - (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations.
  - (h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements using funds made available by the Association. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the levy of assessments, promulgation of rules, and the execution of contracts on behalf of the Association.
  - (i) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.
  - (j) To borrow money, pledge the assets of the Association as security for borrowed funds, and execute evidence of indebtedness.
- 4.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.
- 4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, Directors, or Officers. However, the assets of the Corporation may be distributed to its members, in connection with the termination of the Condominium and the dissolution of the Association, as provided by the Declaration. This provision shall not apply to the distribution of insurance proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Act.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws, and the Act,

provided that, in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

## **ARTICLE 5**

### **Members**

- 5.1 **Membership.** The members of the Association shall consist of all of the record title Owners of Units in the Condominium from time to time, and, after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.
- 5.2 **Assignment.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 5.3 **Voting.** On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida Law shall be entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension. Notwithstanding the foregoing, until such time as the Declaration of Condominium is recorded, the membership of the Association shall be comprised of the subscribers of these Articles, each of whom shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.
- 5.4 **Meetings.** The Bylaws shall provide for an annual meeting of members and provide for regular and special meetings of members other than the annual meeting.

## **ARTICLE 6**

### **Term of Existence**

The Association shall have perpetual existence.

## **ARTICLE 7**

### **Incorporator**

The name and address of the Incorporator of this Corporation is:

**ARAM KHAZRAEE  
763 N. BEACH STREET  
ORMOND BEACH, FL 32174**

## **ARTICLE 8**

### **Officers**

The affairs of the Association shall be administered by the Officers holding the offices designed in the Bylaws. The Officer shall be appointed by the Board of Directions of the Association at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties



and qualifications of the Officers. The names and addresses of the Officers who shall serve until their successors are designed by the Board of Directors are as follows:

President:	<b>ARAM KHAZRAEE 763 N. BEACH STREET ORMOND BEACH, FL 32174</b>
Vice President:	<b>A. JOSEPH POSEY, JR. 420 S. NOVA ROAD DAYTONA BEACH, FL 32114</b>
Secretary:	<b>PANTEA T. KHAZRAEE 763 N. BEACH STREET ORMOND BEACH, FL 32174</b>
Treasurer:	<b>PANTEA T. KHAZRAEE 763 N. BEACH STREET ORMOND BEACH, FL 32174</b>

#### **ARTICLE 9 Directors**

- 9.1 **Number and Qualification.** The property, business, and affairs of the Association shall be managed by a board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three Directors and which shall always be an odd number.
- 9.2 **Duties and Power.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors (or as may properly be delegated by the Board to its agents, contractors, or employees), subject only to approval by the Unit Owners when such approval is specifically required.
- 9.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- 9.4 **Term of Developer's Directors.** The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- 9.5 **First Directors.** The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>Name</u>	<u>Address</u>
ARAM KHAZRAEE	763 N. BEACH STREET ORMOND BEACH, FL 32174

A. JOSEPH POSEY, JR.  
 PANTEA T. KHAZRAEE

420 S. NOVA ROAD  
 DAYTONA BEACH, FL 32114  
 763 N. BEACH STREET  
 ORMOND BEACH, FL 32114

## **ARTICLE 10**

### **Indemnification**

- 10.1 **Indemnity.** The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best of the Association, and, with respect to any criminal action or proceedings, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction, or on plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that he or she believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.
- 10.2 **Expenses.** To the extent that a Director, Officer, or Committee Member has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.
- 10.3 **Advances.** Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 10.
- 10.4 **Miscellaneous.** The indemnification provided by this Article shall be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of the members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of that person.
- 10.5 **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, Committee Member, employee, or agent of another corporation,

partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

## **ARTICLE 11**

### **Bylaws**

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

## **ARTICLE 12**

### **Amendments**

Amendments to these Articles shall be proposed and adopted in the following manner:

- 12.1 **Proposal of Amendments.** An amendment may be proposed by the President of the Association, a majority of the Directors, or by 25% of the entire Voting Interests.
- 12.2 **Notice.** Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action with a meeting.
- 12.3 **Adoption.** A resolution for the adoption of a proposed amendment may be adopted by a vote of 2/3 of the Voting Interest of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of 2/3 of the entire Voting Interests. Amendment correcting errors, omissions, or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.
- 12.4 **Limitation.** No amendment shall be made that is in conflict with the Act, the Declaration, or the Bylaws, nor shall any amendment make any changes that would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer, or an affiliate, successor, or assign of the Developer unless the Developer shall joint in the execution of the amendment. No amendment to this Paragraph 12.5 shall be effective.
- 12.5 **Developer Amendment.** To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration.
- 12.6 **Recording.** A copy of each amendment shall be filed with the Secretary of State under the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Volusia County, Florida.

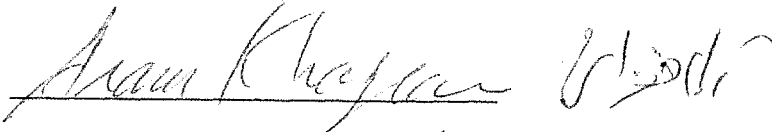
## **ARTICLE 12**

### **Amendments**

The initial registered office of this Corporation shall be at 763 N. Beach Street, Ormond Beach, FL 32, and the initial registered agent of the Corporation shall be ARAM KHAZRAEE.

IN WITNESS WHEREOF, the Incorporator has affixed his/her signature the day and year set forth below.

INCORPORATOR:



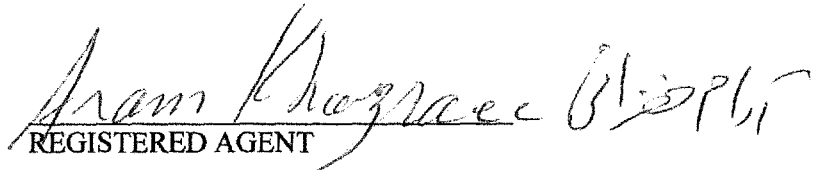
Print Name: ARAM KHAZRAEE

CERTIFICATE DESIGNATING PLACE OF BUSINESS  
OR DOMICILE FOR  
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT  
UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the state of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County Volusia, Florida, the corporation named in those Articles has named, Aram Khazraee, whose address is 763 N. Beach Street, Ormond Beach, FL 32174 as its statutory registered agent.

Having been named the statutory agent of the corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

  
REGISTERED AGENT

Print Name: ARAM KHAZRAEE

Date On: 8-10-20

**Exhibit F**  
By-Laws of Association

**BY-LAWS  
OF  
ELITE PLAZA CONDOMINIUM ASSOCIATION, INC.,  
a corporation not for profit under the Laws of the State of Florida.**

**1. GENERAL**

1.1 These are the By-Laws of ELITE PLAZA Condominium Association, Inc. called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering ELITE PLAZA, a Condominium, (the "Condominium"), located at 3821 Woodbriar Trail, Port Orange, Florida, pursuant to Chapter 718, Florida Statutes, (the "Condominium Act").

1.2 The provisions of these By-Laws are applicable to the Association, and the terms and provisions hereof are expressly subject to and shall be controlled by the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and in the Declaration of Condominium which will be recorded in the Public Records of Volusia County, Florida.

1.3 All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Condominium or any of the facilities thereof in any manner, are subject to the regulation set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium and the rules and regulations adopted pursuant thereto.

1.4 The office of the Association shall be at 763 N. Beach St. Ormond Beach, FL 32174.

1.5 The fiscal year of the Association shall be the calendar year.

1.6 The seal of the Corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit" and the year of incorporation.

**2. MEMBERSHIP, VOTING QUORUM, PROXIES**

2.1 The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article 4 of the Articles of Incorporation of the Association, which provisions are incorporated herein by reference.

2.2 At member meetings, a quorum shall consist of members present in person or by proxy entitled to cast a majority of the votes of the Association. Actions approved by a majority of the votes at a meeting at which a quorum is present shall constitute the acts of the Association. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2.3 Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

**3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP**

3.1 The Annual Members' Meeting shall be held at 230 N Beach St., Daytona Beach, FL 32114, or such other place as designated by the Board of Directors on the 1<sup>st</sup> Friday in February of each calendar year, or such other time as specified by all the members of the Association in writing for, for the purpose of selecting and designating directors and transacting any other business authorized to be transacted

by the member; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such offices upon receipt of a written request from any member of the Association.

3.3 Notice of all members' meetings, stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his/her address as it appears on the books of the Associations and shall be mailed not less than ten (10) days no more than sixty (60) days prior to the date of the meeting, and post office certificate of mailing shall be retained as proof of such mailing.

3.4 A vote for the owners of a suite owned by more than one person or by a corporation or other entity, or under lease will be cast by the person named in a Certificate signed by all of the owners of the suite and filed with the Secretary of the Association, and such Certificate shall be valid until revoked or until superseded by a subsequent certificate. If such a Certificate is not on file, the vote of such owner shall not be considered in determining the requirements for a quorum, nor for any other purpose.

3.5 If any meeting or members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.6 The order of business at annual members' meetings and as far as practical at other members' meetings shall be:

- a) Calling of the roll and certifying of proxies.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading and disposal of any unapproved minutes.
- d) Reports of officers.
- e) Reports of committees.
- f) Election of directors.
- g) Unfinished business.
- h) New Business.
- i) Adjournments.

#### 4. BOARD OF DIRECTORS

4.1 The Board of Directors of the Association shall consist of three (3) persons. Directors need not be a member of the Association.

4.2 Selection of Directors shall be conducted in the following manner.

a) Each member of the Association shall vote for three (3) Directors at the annual members' meeting. The three (3) candidates receiving the highest vote will comprise the Board of Directors.

b) The term of each Director's service will extend until the next annual meeting of the Members, and subsequently until his successor is duly elected or until he is removed in the manner herein provided. Vacancies in the Board of Directors occurring between meetings of the Member of the Association shall be filled by a majority vote of the remaining Directors.

c) Directors may be recalled and replace at any time by a majority vote of all Suite owners.

4.3 The organizational meeting of a newly selected and designated Board of Directors shall be held with ten (10) days of their designation, at such time and at such place as shall be fixed by the Directors, at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present. The outgoing President of the Board of Directors will preside over said organizational meeting until the new offices are elected.

4.4 Regular meetings of the Board of Directors will be held at such time and place as shall be determined from time to time by a majority of the Directors and shall be open to all suite owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such meeting.

4.5 Special Meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any member of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting.

4.6 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.7 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because a greater percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.8 The presiding officer at Directors' meetings shall be the President, and in his absence, the Directors present shall designate one of their number to preside.

4.9 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes of the State of Florida, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

a) To make, levy and collect assessments against members and members' suites to defray the costs of the Condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

b) To make, levy and collect assessments against members and members' suites to defray the costs of the Condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

c) To maintain, repair, replace, and operate the Condominium Property.

d) To purchase insurance upon the common elements and insurance for the protection of the Association, as well as liability insurance for the protection of the Directors.

e) To reconstruct improvements after casualty.



f) To make and amend regulations governing the use of the property, real and personal, in the Condominium so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium.

g) To approve or disapprove proposed purchasers or tenants of suites if so, specified in the Declaration of Condominium.

h) To acquire, operate, manage, and otherwise deal with property, real and personal, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium.

i) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association.

j) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and rules and regulations promulgated governing use of the property in the Condominium.

k) To pay all taxes and assessments levied against the property of the Association of the Condominium as a whole, rather than individual suites, and to assess the same against the members and their respective suites.

l) To pay all costs of power, water, sewer, and other utility services rendered to the Condominium and not billed to the owners of the separated suites; and

m) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

4.10 No fee shall be paid for service as a Director of the Association.

## 5. OFFICERS

5.1 The executive offices of the Association shall be a President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary, and Assistant Secretary, or the Vice President. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees, from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members. He/she shall attend to the giving and servicing of all notices to the members and directors, and other notices required by law. He/she shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He/she shall keep the record of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. Any assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He/she shall keep the books of the Association in accordance with good accounting practices; and he/she shall perform all other duties incident to the office of Treasurer.

5.5 The compensation of any employee of the Association shall be fixed by the directors. The Board of Directors is not precluded from employing a director as an employee of the Association and compensating them as an employee, nor precluded from contracting with a director for the management of the condominium.

## 6. FISCAL MANGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each suite. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

6.2 The receipts and expenditures of the Association shall be credited and charged to accounts under classification as shall be appropriate, all of which expenditures shall be common expenses.

6.3 The Board of Directors will adopt a budget for each calendar year. The budget will include the estimated funds required to defray the common expenses. A copy of the proposed annual budget of common expenses and proposed assessments shall be emailed to the suite owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a written notice of the time and place of such meeting.

6.4 Assessments against the suite owners for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 31 of the year preceding the year for which the assessments are made. The amount requires from each suite owner to meet the annual budget shall be divided into six (6) equal assessments, one of which shall be due on the first day of January, April, July, and October of the year for which the assessments are made. If assessments are not levied quarterly by the Association as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on a quarterly basis until changed by an amended assessment. In the event a previously adopted budget shall be insufficient in the judgement of the Board of directors to provide funds for the anticipated current expense for the ensuing year and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increase for the year shall be subject to the approval of the membership of the Association as previously required in these By-Laws. Also, the developer does not have to pay any assessment fees until the suites have been sold or leased by the developer. Thus, the developer will take responsibility to pay all expenses and adjust the Condominium expenses as needed, or until The Association turns over to the unit owners. Anything herein above to the contrary notwithstanding the Directors may, without prior notice to suite owners, levy emergency assessments to meet expenditures which in the judgement of a majority of the Board of Directors must be made immediately to protect and preserve the Condominium Property.

6.5 The Depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.6 The records of the Association shall be open to inspection by suite owners or their authorized representative at reasonable times, and written summaries of them shall be supplied at least annually to suite owners or their authorized representatives.

## 7. PARLIAMENTARY RULES

Robert Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statues of the State of Florida.

## 8. AMENDMENTS

Except as elsewhere provided these By-Laws may be amended in the following manner:

8.1 Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by the owner of any suite in the Condominium, whether meeting as members or by instrument in writing signed by them.

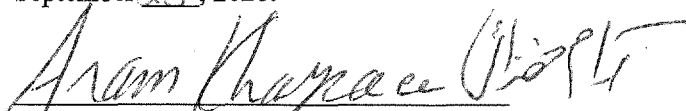
8.2 Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or member, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than fifteen (15) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as is required herein for a Special Meeting of the members.

8.3 In order for such an amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the member of the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be promptly recorded in the Public Records of Volusia County, Florida.

8.4 At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

8.5 These By-Laws may also be amended by a written instrument executed and acknowledged with the formality of a deed by the record owners of all suites in Condominium. No amendment to these By-Laws shall make any changes in the qualifications for membership nor the voting rights of members and no amendment shall be made that is in conflict with the Declaration of Condominium or the Articles of Incorporation of this Association.

The foregoing was adopted as the By-Laws of the ELITE PLAZA Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of Directors on September 25, 2020.

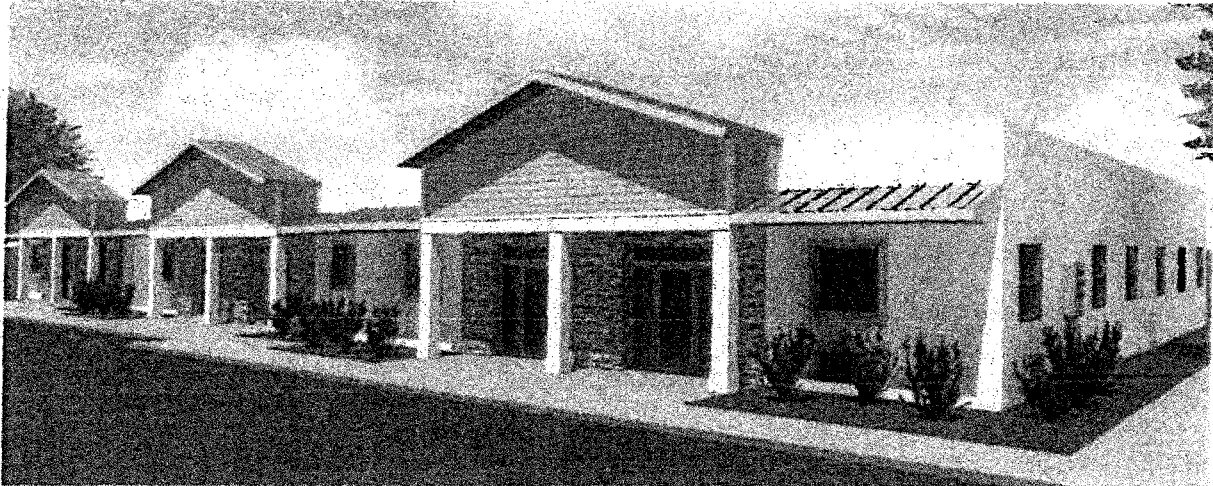
  
Aram Khazraee, President

**Exhibit G**  
Master Sign Program

# EXHIBIT-G

## ELITE PLAZA UNIFORM SIGN PROGRAM

3821 Woodbriar Trail, Units #101-106



**MONUMENT SIGNAGE:** Freestanding signage will be permitted as per the sign requirements in the City of Port Orange Land Development Code.

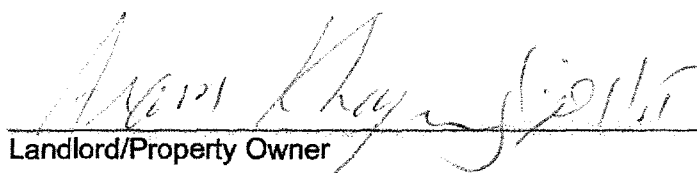
**TENANT SIGNAGE:**

**Design:** Internally illuminated or non-illuminated channel letters flush-mounted to the wall.

**Maximum sign area:** 2 square feet multiplied by the tenant's front foot.

**Maximum sign height:** 2 feet for individual unit tenants; 25% of the building height for tenants occupying 2 or more units.

**Tenant sign location:** Signage shall be installed over the tenant's main public entrance.

  
Landlord/Property Owner

8-17-20  
Date

  
City of Port Orange  
Community Development

8-7-20  
Date

**Exhibit H**

St. Johns River Water Management District Permit



# EXHIBIT-H

## St. Johns River

### Water Management District

Ann B. Shortella, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500  
On the Internet at [www.sjrwmd.com](http://www.sjrwmd.com).

December 30, 2016

Aram Khazraee  
Sun Glow Construction, Inc.  
Ste 4  
230 N Beach St  
Daytona Beach, FL 32114-3302

SUBJECT: 22603-12  
Elite Plaza

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on December 30, 2016. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

#### **Technical Staff Report:**

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at [www.sjrwmd.com/permitting](http://www.sjrwmd.com/permitting). Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

#### **Noticing Your Permit:**

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk.

#### **Compliance with Permit Conditions:**

To submit your required permit compliance information, go to the District's website at [www.sjrwmd.com/permitting](http://www.sjrwmd.com/permitting). Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at [www.sjrwmd.com/permitting](http://www.sjrwmd.com/permitting) under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and

#### **GOVERNING BOARD**

John A. Miklos, CHAIRMAN  
ORLANDO

Fred N. Roberts Jr., VICE CHAIRMAN  
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EAST PALATKA

Douglas Burnett  
ST. AUGUSTINE

Maryam H. Ghyabi  
ORMOND BEACH

Carla Yetter  
FERNANDINA BEACH

select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

**Transferring Your Permit:**

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact [e-permit@sjrwmd.com](mailto:e-permit@sjrwmd.com) or (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director  
Office of Business and Administrative Services  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177-2529  
(386) 329-4570

Enclosures: Permit

cc: District Permit File

Daniel Johns, P.E.  
3869 S Nova Rd, Suite 3  
Port Orange, FL 32127-4247



**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**  
**Post Office Box 1429**  
**Palatka, Florida 32178-1429**

**PERMIT NO:** 22603-12

**DATE ISSUED:** December 30, 2016

**PROJECT NAME:** Elite Plaza

**A PERMIT AUTHORIZING:**

Authorization of a Stormwater Management System for Elite Plaza, a 1.55 acre project to be constructed and operated as per plans received by the District on December 28, 2016.

**LOCATION: Volusia County**

Section(s): 8 Township(s): 16S Range(s): 33E

**Receiving Water Body:**

Name	Class
Halifax River	III Marine

**ISSUED TO:**

Sun Glow Construction, Inc.  
 230 N Beach St, Suite 4  
 Daytona Beach, FL 32114-3302

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated December 30, 2016

**AUTHORIZED BY:** St. Johns River Water Management District  
 Division of Regulatory, Engineering and Environmental Services

By:



\_\_\_\_\_  
 John Juilianna  
 Regulatory Coordinator

**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 22603-12**  
**Elite Plaza**  
**DATED December 30, 2016**

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[10-1-13], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
  - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
21. The proposed project must be constructed and operated as per plans received by the District on December 28, 2016.
22. This permit for construction will expire five years from the date of issuance.
23. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection,

including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.

### Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at [Clerk@sjrwmd.com](mailto:Clerk@sjrwmd.com), within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
  
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
  
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

### Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at [sjrwmd.com](http://sjrwmd.com). These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001  
Revised 12.7.11

**Notice Of Rights**

**Certificate of Service**

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Aram Khazraee  
Sun Glow Construction, Inc.  
Ste 4  
230 N Beach St  
Daytona Beach, FL 32114-3302

This 30th day of December, 2016.



Margaret Daniels, Office Director  
Office of Business and Administrative Services  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177-2529  
(386) 329-4570

Permit Number: 22603-12



## NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to [compliancesupport@sjrwmd.com](mailto:compliancesupport@sjrwmd.com) (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director  
Office of Business and Administrative Services  
4049 Reid Street  
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director  
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on \_\_\_\_\_:

(Name and address of applicant) \_\_\_\_\_  
 permit# \_\_\_\_\_. The project is located in \_\_\_\_\_ County, Section  
 \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ East. The permit authorizes a surface  
 water management system on \_\_\_\_\_ acres for \_\_\_\_\_  
 \_\_\_\_\_ known as  
 \_\_\_\_\_. The receiving water body is \_\_\_\_\_.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at [www.sjrwmd.com](http://www.sjrwmd.com). These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit [http://www.sjrwmd.com/nor\\_dec/](http://www.sjrwmd.com/nor_dec/) to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

**NEWSPAPER ADVERTISING****ALACHUA**

The Alachua County Record, Legal Advertising  
P. O. Box 806  
Gainesville, FL 32602  
352-377-2444/ fax 352-338-1986

**BRAFORD**

Bradford County Telegraph, Legal Advertising  
P. O. Drawer A  
Starke, FL 32901  
904-964-6305/ fax 904-964-8628

**CLAY**

Clay Today, Legal Advertising  
1560 Kinsley Ave., Suite 1  
Orange Park, FL 32073  
904-264-3200/ fax 904-264-3285

**FLAGLER**

Flagler Tribune, c/o News Journal  
P. O. Box 2831  
Daytona Beach, FL 32120-2831  
386- 681-2322

**LAKE**

Daily Commercial, Legal Advertising  
P. O. Drawer 490007  
Leesburg, FL 34749  
352-365-8235/fax 352-365-1951

**NASSAU**

News-Leader, Legal Advertising  
P. O. Box 766  
Fernandina Beach, FL 32035  
904-261-3696/fax 904-261-3698

**ORANGE**

Sentinel Communications, Legal Advertising  
633 N. Orange Avenue  
Orlando, FL 32801  
407-420-5160/ fax 407-420-5011

**PUTNAM**

Palatka Daily News, Legal Advertising  
P. O. Box 777  
Palatka, FL 32178  
386-312-5200/ fax 386-312-5209

**SEMINOLE**

Seminole Herald, Legal Advertising  
300 North French Avenue  
Sanford, FL 32771  
407-323-9408

**BAKER**

Baker County Press, Legal Advertising  
P. O. Box 598  
Macclenny, FL 32063  
904-259-2400/ fax 904-259-6502

**BREVARD**

Florida Today, Legal Advertising  
P. O. Box 419000  
Melbourne, FL 32941-9000  
321-242-3832/ fax 321-242-6618

**DUVAL**

Daily Record, Legal Advertising  
P. O. Box 1769  
Jacksonville, FL 32201  
904-356-2466 / fax 904-353-2628

**INDIAN RIVER**

Vero Beach Press Journal, Legal Advertising  
P. O. Box 1268  
Vero Beach, FL 32961-1268  
772-221-4282/ fax 772-978-2340

**MARION**

Ocala Star Banner, Legal Advertising  
2121 SW 19th Avenue Road  
Ocala, FL 34474  
352-867-4010/fax 352-867-4126

**OKEECHOBEE**

Okeechobee News, Legal Advertising  
P. O. Box 639  
Okeechobee, FL 34973-0639  
863-763-3134/fax 863-763-5901

**OSCEOLA**

Little Sentinel, Legal Advertising  
633 N. Orange Avenue  
Orlando, FL 32801  
407-420-5160/ fax 407-420-5011

**ST. JOHNS**

St. Augustine Record, Legal Advertising  
P. O. Box 1630  
St. Augustine, FL 32085  
904-819-3436

**VOLUSIA**

News Journal Corporation, Legal Advertising  
P. O. Box 2831  
Daytona Beach, FL 32120-2831  
(386) 681-2322

**Exhibit I**

Tree Conservation Easement and Drainage Easement

This Document Prepared By:  
Shannon K. Balmer  
Assistant City Attorney  
City of Port Orange, Florida  
1000 City Center Circle  
Port Orange FL 32129

Portion of Parcel Number 6308-00-07-0015

**TREE CONSERVATION AND ACCESS EASEMENT**  
(Tree Protection only - not subject to Sec. 253.87, Florida Statutes)

THIS TREE CONSERVATION EASEMENT (this "Easement") is made this 22 day of September, 2020, by **SUN GLOW CONSTRUCTION, INC.**, a Florida corporation, with a mailing address of: 230 N Beach Street, Suite 4, Daytona Beach, FL 32114 89 ("Grantor"); in favor of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation located in Volusia County, Florida, whose mailing address is: 1000 City Center Circle, Port Orange, Florida 32129 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Volusia County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein be reference (the "Property")

WHEREAS, among the purposes of this Easement is to preserve the health and natural beauty of various trees located on the real property; and

WHEREAS, this Tree Conservation and Access Easement ("Easement") is intended to comply with the applicable requirements of the Port Orange Land Development Code.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Grantee a tree conservation and access easement in perpetuity over the real property more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Easement Premises") and covering certain trees located on the Easement Premises of the nature and character and to the extent hereinafter set forth.

1. Purpose. The purpose of this Tree Conservation and Access Easement is to assure that certain trees located on the Easement Premises will be retained or replaced forever except as herein provided, in their existing natural condition and to prevent any use of the Easement Premises that will impair or interfere with the health and preservation of certain trees located on the Easement Premises consistent with the Port Orange Land Development Code.

2. Rights of Grantee. To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Tree Conservation and Access Easement:

(a) To preserve and protect the health of certain trees located on the Easement Premises;

(b) To prevent any activity on or use of the Easement Premises that is inconsistent with the purpose of this Easement, and to require the restoration or replacement of those trees within the Easement that may be damaged by any inconsistent activity or use;

(c) To enter upon and inspect the Easement Premises, in a reasonable manner and at reasonable times to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Easement; and

(d) To proceed at law or in equity to enforce the provisions of this Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses. Any activity on or use of the Easement Premises inconsistent with the purpose of this Easement is prohibited.

4. Reserved Rights. Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Easement Premises, including the right to engage in or permit or invite others to engage in all uses of the Easement Premises that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change to the trees in the Easement Premises resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the trees in the Easement Premises resulting from such causes.

7. Recordation. Grantee, at Grantor's expense, shall record this instrument in a timely fashion in the Official Records of Volusia County, Florida, and may rerecord it any time as may be required to preserve its right in this Easement.

8. No Limitation. This Easement shall not be construed as a limitation on Grantee's enforcement authority. Grantor is estopped from asserting the invalidity of any code enforcement action based on the existence of this Easement.

9. Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Easement Premises.

10. No Public Right of Access. No right of access by the general public to any portion of the Easement Premises is conveyed by this Easement document. The Easement Premises are not "Conservation Lands" as defined in Section 253.034(2)(c), Florida Statutes (2019) and, therefore, not subject to the reporting requirements of Section 253.87, Florida Statutes(2019).

*[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

IN WITNESS WHEREOF, Grantor has set its hand on the day and year first written below.

Signed in the presence of:

GRANTOR:

**SUN GLOW CONSTRUCTION, INC.,**  
a Florida corporation

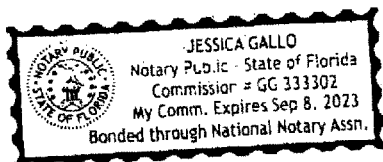
Witness: Jessica Gallo  
Printed Name: Jessica Gallo

By: ARAM KHAZRAEE  
ARAM KHAZRAEE, President

Witness: Doreen H. [Signature]  
Printed Name: Doreen H. [Signature]

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing TREE AND ACCESS CONSERVATION EASEMENT was acknowledged before me by means of [XX] physical presence or [ ] online notarization this 22<sup>nd</sup> day of September, 2020, by ARAM KHAZRAEE in his representative capacity as President of **SUN GLOW CONSTRUCTION, INC.,** a Florida corporation, on behalf of said entity. He is ☒ personally known to me, or ☐ have produced \_\_\_\_\_ as identification.



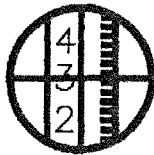
Jessica Gallo  
Notary Public, State of Florida at Large  
Printed name, commission & expiration of commission term  
Jessica Gallo  
GG 333302  
Exp. Sept 8, 2023



**EXHIBIT "A"**

A parcel of land situated in the Southeast one-quarter of Section 8, Township 16, South, Range 33 East, Volusia County, Florida, being more particularly described as follows: From a point of reference being the intersection of the Northerly right of way line of Village Trail, as per Plat of Countryside P.U.D., Unit III-A, as found in Plat Book 38 on pages 156 and 157 among the Public Records of Volusia County, Florida (said Northerly right-of-way of Village Trail also being the Northerly boundary of said Plat of Countryside P.U.D. Unit III-A) and the Westerly right of way line of Nova Road (a 100 foot wide right of way, also known as State Road 5A, as shown on said Plat of Countryside P.U.D. Unit III-A, thence N. 26° 00' 20" W. along said Westerly right of way line of Nova Road and departing said Northerly right of way line of Village Trail and said Northerly boundary of Countryside P.U.D., Unit III-A, a distance of 1194.99 feet to a point in the Northerly right of way line of Dunlawton Boulevard (a 200 foot wide right of way) also known as State Road 415; thence S. 56° 01' 11" W. along said Northerly right of way line of Dunlawton Boulevard a distance of 1800.14 feet; thence N. 33° 57' 22" W. departing said Northerly right of way line of Dunlawton Boulevard a distance of 439.73 feet to the Point of Beginning of this description; thence S. 56° 02' 38" W. a distance of 42.00 feet; thence S. 85° 24' 29" W. a distance of 96.35 feet; thence N. 71° 33' 54" W. a distance of 63.25 feet; thence N. 49° 23' 55" W. a distance of 92.20 feet; thence N. 40° 21' 52" W. a distance of 228.29 feet; thence N. 48° 16' 45" E. a distance of 161.45 feet; thence S. 44° 23' 01" E. a distance of 238.82 feet to the point of curvature of a curve to the right, said curve having a radius of 690.70 feet; thence along the arc of said curve, passing through a central angle of 10° 25' 39" a distance of 125.70 feet to the point of tangency; thence S. 33° 57' 22" E a distance of 75.00 feet to the Point of Beginning of this description.

## EXHIBIT "B"

**SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

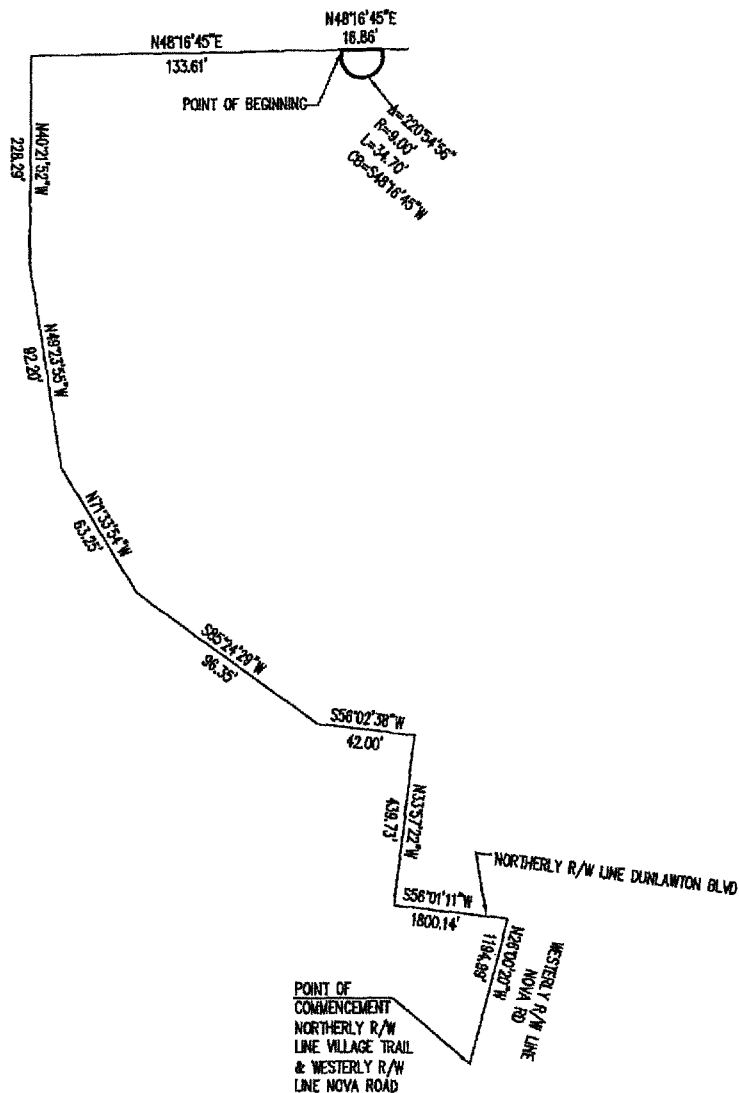
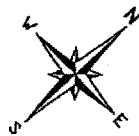
3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 781-5385

Copyright © 2019 Sliger &amp; Associates, Inc.

www.sligerassociates.com



SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEY  
FOR: SUN GLOW CONSTRUCTION, INC.  
DESCRIPTION: TREE PRESERVATION EASEMENT

JOB #18-0661

SCALE: 1"=60'

FIELD BOOK:

PAGE:

## ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
E	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

## SHEET 1 OF 2

## LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 781-5385

Copyright © 2019 Sliger & Associates, Inc.

www.sligerassociates.com

## SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AS SHOWN ON COUNTRYSIDE P.U.D., UNIT II-A BEING N26°00'20"W.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

## DESCRIPTION (BY SLIGER & ASSOCIATES, INC.)

A PORTION OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL, PER PLAT OF COUNTRYSIDE P.U.D., UNIT III-A, PLAT BOOK 38, PAGES 156 AND 157, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AS SHOWN ON SAID PLAT OF COUNTRYSIDE P.U.D., UNIT III-A; THENCE N26°00'20"W ALONG SAID WESTERLY RIGHT OF WAY LINE, 1194.99 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD (STATE ROAD 421); THENCE S56°01'11"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1800.14 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE N33°57'22"W, 439.73 FEET; THENCE S56°02'38"W, 42.00 FEET; THENCE S85°24'29"W, 96.35 FEET; THENCE N71°33'54"W, 63.25 FEET; THENCE N49°23'55"W, 92.20 FEET; THENCE N40°21'52"W, 228.29 FEET; THENCE N48°16'45"E, 133.61 FEET TO THE POINT OF BEGINNING; THENCE N48°16'45"E, 16.86 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 9.00 FEET, A CENTRAL ANGLE OF 220°54'56" AND A CHORD BEARING S48°16'45"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 34.70 FEET TO THE POINT OF BEGINNING.

## REFERENCE:

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	SUN GLOW CONSTRUCTION, INC.	9/12/2019	18-0661
DESCRIPTION	CITY OF PORT ORANGE		

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: SUN GLOW CONSTRUCTION, INC.

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	9/12/2019	18-0661	LH	JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046  
STEVEN T. KRUGER, P.L.S. NO. 4722  
C.O. VAN KLEECK JR., P.S.M. NO. 6149  
MICHAEL S. MURPHY, P.S.M. NO. 6208

9/30/2020 12:39:39 PM Instrument #2020186748 #1 Book:7919 Page:1798  
Doc Stamps \$0.70 Transfer Amt \$1.00

Document Prepared by:  
Shannon K. Balmer  
Assistant City Attorney  
1000 City Center Circle  
Port Orange, FL 32129

Portion of Parcel No. 6308-00-07-0015

This document is accepted and recorded by the City of Port Orange without the benefit of title examination or survey; such acceptance shall not constitute a waiver of compliance with local and general laws regulating the subject

### PERPETUAL STORMWATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT

THIS INDENTURE made this 28 day of September, 2020, by and between **SUN GLOW CONSTRUCTION, INC.**, a Florida corporation, with a mailing address of: 230 N Beach Street, Suite 4, Daytona Beach, FL 32114 as Grantor, and the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, located in Volusia County, Florida, mailing address: 1000 City Center Circle, Port Orange FL 32129, as Grantee.

### WITNESSETH

That the Grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the Grantee, its successors and assigns, a permanent access, drainage and maintenance easement ("Easement") over the storm drainage pipe(s) and associated structures, for stormwater control and retention, together with attendant access, ingress/egress and customary public uses over, under, through, across and along certain real property located in Volusia County, Florida, being more particularly described on the attached **Exhibit "A"** comprised of the sketch and legal description prepared by A1A Surveying, Inc., and referred to hereafter as the "Easement Premises."

The purpose of this Easement is more specifically set forth as follows:

1. The perpetual right to construct, install, operate, maintain, repair, replace and remove underground utilities and, more specifically, a storm drainage system including underground storm water drainage lines or pipes for the purpose of conveying storm water through, under, over and across said property, together with the right to excavate and refill ponds, ditches, trenches and swales within the described Easement Premises; and
2. Access, ingress and egress for emergency vehicles and government services within the described Easement Premises and over the adjoining lands of the Grantors.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon said lands and to construct and maintain public uses thereon, with all such fills, cuts, drains, ditches, trenches, swales and other incidents which said Grantee may deem necessary or convenient in connection therewith.

Providing further that the Grantor, their successors and assigns, warrant that Grantor is the fee simple record title owner of the Easement Premises; and further that the Grantor, their successors and assigns, agree to not place any structure or tree on the above-described Easement Premises and the Grantee shall not be liable for their removal if they are so placed.

Notwithstanding the foregoing, the Grantor or their successors and assigns, shall be responsible for maintenance of the storm drainage pipe(s), and all other storm drainage system components. In the event the Grantor or their successors and assigns fail to properly maintain the Easement Premises, the Grantee shall take corrective measures as deemed necessary in the sole discretion of the Grantee to maintain and repair the storm drainage system; however, the Grantee shall not be obligated to either maintain or repair the improvements and the Grantee shall not be liable for either undertaking or failing to maintain or repair the improvements. All costs and expenses of the Grantee resulting from maintenance or repair of the improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing a lien and operating a special assessment, shall be chargeable to and assessed by the Grantee jointly and severally against all owners of record for property lying within **Exhibit "A."** The Grantee shall have the right to establish a special assessment and to utilize any other methods or procedures provided by law or ordinance for imposition and collection of the assessments and lien described herein.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the premises above described and shall constitute an obligation on said premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

[The Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor have hereunto set their hands and seals on the day and year first above written.

Signed in the presence of:

GRANTOR:  
**SUN GLOW CONSTRUCTION, INC.,**  
a Florida corporation

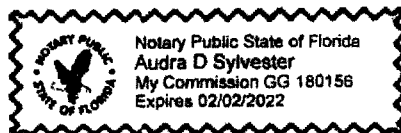
Witness: [Signature]  
Printed Name: CA Tithe Campbell

By: [Signature]  
ARAM KHAZRAEE President

Witness: [Signature]  
Printed Name: Tim Burman

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was sworn to and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28<sup>th</sup> day of September, 2020, by ARAM KHAZRAEE in his representative capacity as President of **SUN GLOW CONSTRUCTION, INC.**, on behalf of said entity, and who ☒ is personally known to me or ☐ has produced the following as identification: FL DRIVERS LICENSE.



[Signature]  
Notary Public, State of Florida  
Printed Name, Stamped Seal, Commission and Term:

**LEGAL DESCRIPTION: DRAINAGE EASEMENT**

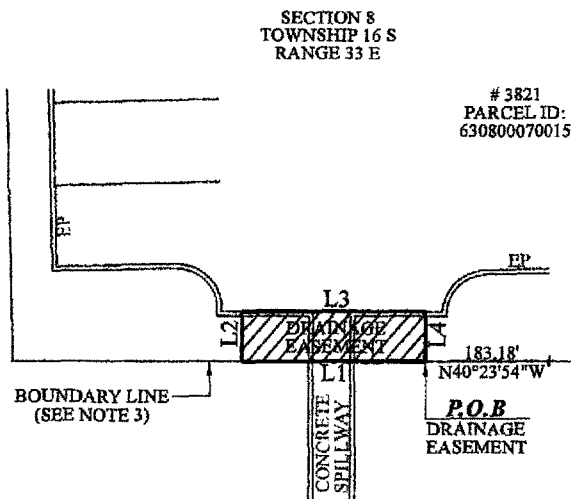
BEING A PORTION OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 16, SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF VILLAGE TRAIL, AS PER PLAT OF COUNTRYSIDE P.U.D., UNIT III-A, AS FOUND IN PLAT BOOK 38 ON PAGES 156 AND 157, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (SAID NORTHERLY RIGHT-OF-WAY OF VILLAGE TRAIL ALSO BEING THE NORTHERLY BOUNDARY OF SAID PLAT OF COUNTRYSIDE P.U.D. UNIT III-A) AND THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD (A 100 FOOT WIDE RIGHT OF WAY, ALSO KNOWN AS STATE ROAD 5A, AS SHOWN ON SAID PLAT OF COUNTRYSIDE P.U.D. UNIT III-A, THENCE NORTH 26 DEGREES 00 MINUTES 20 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NOVA ROAD AND DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL AND SAID NORTHERLY BOUNDARY OF COUNTRYSIDE P.U.D., UNIT III-A, A DISTANCE OF 1194.99 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (A 200 FOOT WIDE RIGHT OF WAY) ALSO KNOWN AS STATE ROAD 415; THENCE SOUTH 56 DEGREES 01 MINUTES 11 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE, A DISTANCE OF 1800.14 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WOODBRIAR TRAIL; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON BOULEVARD NORTH 33 DEGREES 57 MINUTES 22 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WOODBRIAR TRAIL, A DISTANCE OF 439.73 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY SOUTH 56 DEGREES 00 MINUTES 36 SECONDS WEST, A DISTANCE OF 42.00 FEET; THENCE SOUTH 85 DEGREES 22 MINUTES 27 SECONDS WEST, A DISTANCE OF 96.35 FEET; THENCE NORTH 71 DEGREES 35 MINUTES 56 SECONDS WEST, A DISTANCE OF 63.25 FEET; THENCE NORTH 49 DEGREES 25 MINUTES 57 SECONDS WEST, A DISTANCE OF 92.20 FEET; THENCE NORTH 40 DEGREES 23 MINUTES 54 SECONDS WEST, A DISTANCE OF 183.18 FEET TO THE POINT OF BEGINNING OF A DRAINAGE EASEMENT DESCRIBED AS FOLLOWS: CONTINUE NORTH 40 DEGREES 23 MINUTES 54 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 48 DEGREES 14 MINUTES 43 SECONDS EAST, A DISTANCE OF 5.43 FEET; THENCE SOUTH 40 DEGREES 23 MINUTES 54 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 48 DEGREES 14 MINUTES 43 SECONDS WEST, A DISTANCE OF 5.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SAID EASEMENT CONTAINS 109 SQUARE FEET OR 0.003 ACRES MORE OR LESS.

**GENERAL NOTES:**

1. BEARING STRUCTURE ASSUMED (N 26°00'20" W) ALONG THE WESTERLY RIGHT-OF-WAY OF NOVA ROAD. FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.
3. SEE BOUNDARY PROVIDED FROM BOUNDARY SURVEY PERFORMED BY KUHAH SURVEYING & MAPPING, LLC, PROJECT NUMBER K18084, DRAWING REFERENCE NUMBER: K18084BNDY.DWG, ORIGINAL ISSUE DATE: 10/26/2018

**LINE TABLE:**

L1	N40°23'54"W	20.00'
L2	N48°14'43"E	5.43'
L3	S40°23'54"E	20.00'
L4	S48°14'43"W	5.43'

**LEGEND:**

A.K.A.	ALSO KNOWN AS
FL	FLORIDA
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
M.B.	MAP BOOK
N'LY	NORTHERLY
NO.	NUMBER
OWB	OFFICE WORK BY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PG(S)	PAGE OR PAGES
R/W	RIGHT-OF-WAY
W'LY	WESTERLY

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DAVID McMILLEN  
LS # 6378  
09-25-2020  
DAVID McMILLEN  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: BR

DATE: 09/24/2020

MAP SUBJECT:

DRAINAGE  
EASEMENT

SCALE: 1" = 20'

TYPE OF SURVEY:

SKETCH  
&  
LEGAL

Phone: 386.216.5730  
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

**A1A**  
**SURVEYING, INC.**  
Residential Commercial Construction

**Exhibit J**  
FPL Easement

TO BE INCORPORATED AT A LATER DATE BY AMENDMENT



**Exhibit K**

Variance Approval Rear Set Back From 25-0' to 15-0'

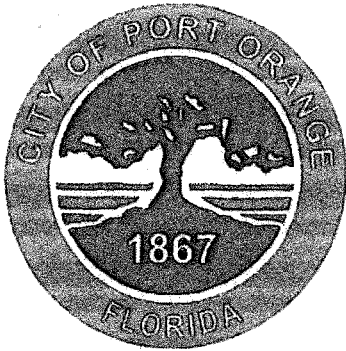


EXHIBIT-K

## CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5500  
FAX 386-756-5290  
[www.port-orange.org](http://www.port-orange.org)

March 4, 2016

Sun Glow Construction, Inc.  
C/o Lee Khazraee  
193 N. US Highway 1, Suite 1  
Ormond Beach, FL 32174

RE: VARIANCE CASE NO. 16-90000002/3821 WOODBRIAR TR.

Dear Mr. Khazraee:

At its regular meeting on February 25, 2016, the Port Orange Planning Commission approved your request for a variance to allow a 15-foot rear building setback in lieu of the required 25-foot rear building setback.

A Development Order documenting this approval is enclosed for your records. If you have any questions regarding the Planning Commission's approval of your request, or if we can provide any further assistance, please do not hesitate to contact us.

Sincerely,

Tim Burman  
Planning Manager

TPB/mrs

Enclosure

pc: Wayne Clark, Community Development Director  
Gwen Perney, Senior Planner

EXHIBIT - K



## CITY OF PORT ORANGE

## DEPARTMENT OF COMMUNITY DEVELOPMENT

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 (386) 506-5600 FAX (386) 506-5699

## VARIANCE DEVELOPMENT ORDER

PROPERTY ADDRESS: 3821 Woodbriar Trail

OWNER/APPLICANT'S NAME: Sun Glow Construction, Inc.

CASE NUMBER: 16-90000002

PARCEL NUMBER: 6308-00-07-0015

DESCRIPTION OF APPROVED USE: Variance to allow a 15-foot rear building setback in lieu of the required 25-foot rear building setback.

The City of Port Orange has approved the development activity described above, and issues this Development Order pursuant to Chapter 3, Section 4 of the Land Development Code.

This order is issued subject to the general conditions of the Land Development Code (reproduced on the reverse side of this document), and compliance with the requirements of all City Codes and Ordinances. This order does not relieve the applicant or the applicant's agents from any law, regulation, or requirement of any other government or agency. In addition, this Order is issued subject to any special conditions listed below or attached.

SPECIAL CONDITIONS ATTACHED:

☐ YES☒ NO

Issuance of this Development Order entitles you to apply for any site development and/or building permits related to the Variance outlined above. If permits have not been issued and construction on any above named activity has not commenced, or, if the building construction or the use authorized by this Variance has not been established by **February 26, 2018**, this Development Order shall expire, and a new Development Order must be secured by filing a new application in accordance with Chapter 3 of the Land Development Code.

**Note: Variances run with property and may be transferred to another party for use on the same property.**

Issued by:

  
Tim Burman, Planning Manager

Date: 3-4-2016



**Exhibit L**

Vacation of 10.0' conservation easement along Woodbriar



EXHIBIT-L

## CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5500  
FAX 386-756-5290  
www.Port-Orange.org

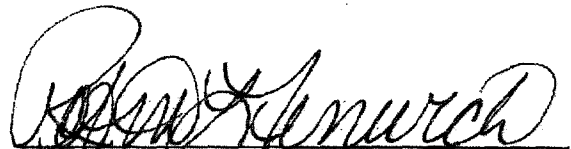
STATE OF FLORIDA }

COUNTY OF VOLUSIA }

I, ROBIN L. FENWICK, CITY CLERK, of the City of Port Orange, Florida, do hereby certify that the Resolution No. 17-5 attached here is a true and correct copy as the same appears in the records of the City of Port Orange, 1000 City Center Circle, Port Orange, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk and affixed hereto the official seal of the City of Port Orange, Florida on this 9th day of February, 2017.



  
ROBIN L. FENWICK, CMC  
PORT ORANGE CITY CLERK

L-111111 L

2/9/2017 10:09 AM Instrument # 2017026927 # 1 Book: 7359 Page: 564  
 Doc Stamps \$0.70 Transfer Amt \$10.00

This Instrument Prepared By:  
 Shannon K. Balmer,  
 Assistant City Attorney  
 City of Port Orange  
 1000 City Center Circle  
 Port Orange FL 32129

Portion of Parcel No. 08-16-33-00-07-0015

### **PARTIAL RELEASE OF CONSERVATION EASEMENT**

THIS Partial release of Conservation Easement is made this 7 day of February, 2017, by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, "City," and **SUN GLOW CONSTRUCTION**, a Florida corporation, located in Volusia County, Florida, mailing address: 230 N. Beach Street, Suite 4, Daytona Beach, FL 32114, "Sun Glow".

#### **WITNESSETH:**

**WHEREAS**, by instrument dated April 11, 1997, Robert B. White, Jr. ("Grantor"), did grant and convey unto the City of Port Orange, Florida ("Grantee"), a Conservation Easement recorded April 15, 1997, in Official Records Book 4193, Page 82, of the Public Records of Volusia County, Florida (hereinafter referred to as the "Easement"); and

**WHEREAS**, Sun Glow Construction, Inc. a Florida corporation is the successor to Grantor in title to the Property where a portion of the Easement is located; and

**WHEREAS**, the Conservation Easement is graphically depicted and legally described in Official Records Book 4193 at Pages 88 and 89 of the Public Records Volusia County, Florida; and

**WHEREAS**, Sun Glow has requested from the City a partial release of the Conservation Easement being legally described and graphically depicted on **Exhibit "A"** attached hereto, and made a part hereof.

**NOW, THEREFORE**, the City of Port Orange, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, and quit claim unto Sun Glow, their successors and assigns forever, of all the right, title, interest, claim and demand which the City acquired by virtue of that certain Conservation Easement recorded at Official Records Book 4193, Page 82, Public Records of Volusia County, Florida, a portion of which was released by Resolution No. 17-5, as to the following described lot, piece or parcel of land, sometimes identified by parcel number 6308-00-07-0015, situate, lying and being in the County of Volusia, State of Florida, and being more particularly described in **Exhibit "B"**, attached hereto and made apart hereof by reference.

Except for the property specifically released by this instrument, the City of Port Orange expressly reserves and retains all of its remaining easement rights and interests as set forth in the Conservation Easement referenced hereinabove.

Instrument # 2017026927 #2 Book: 7359 Page: 565

IN WITNESS WHEREOF, the City, has executed this Partial Release of Conservation Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

**CITY OF PORT ORANGE, FLORIDA**  
a Florida chartered municipal corporation

Witness: Frances Gosnell  
Printed Name: Frances Gosnell

By: Donald O. Burnette  
Donald O. Burnette, Mayor

Witness: Barbara J. Abbate  
Printed Name: Barbara J. Abbate

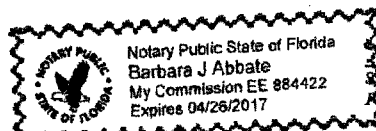
Attest: Robin L. Fenwick  
Robin L. Fenwick, CMC, City Clerk

Witness: Frances Gosnell  
Printed Name: Frances Gosnell

Witness: Barbara J. Abbate  
Printed Name: Barbara J. Abbate

STATE OF FLORIDA  
COUNTY OF VOLUSIA

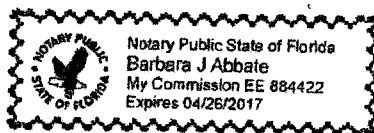
The foregoing **PARTIAL RELEASE OF CONSERVATION EASEMENT** was acknowledged before me this 7<sup>th</sup> day of February, 2017, by Donald O. Burnette, Mayor who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. He is personally known to me.



Barbara J. Abbate  
Signature of Notary Public, State of Florida  
Printed name, Commission, Seal, and Term Expiration:

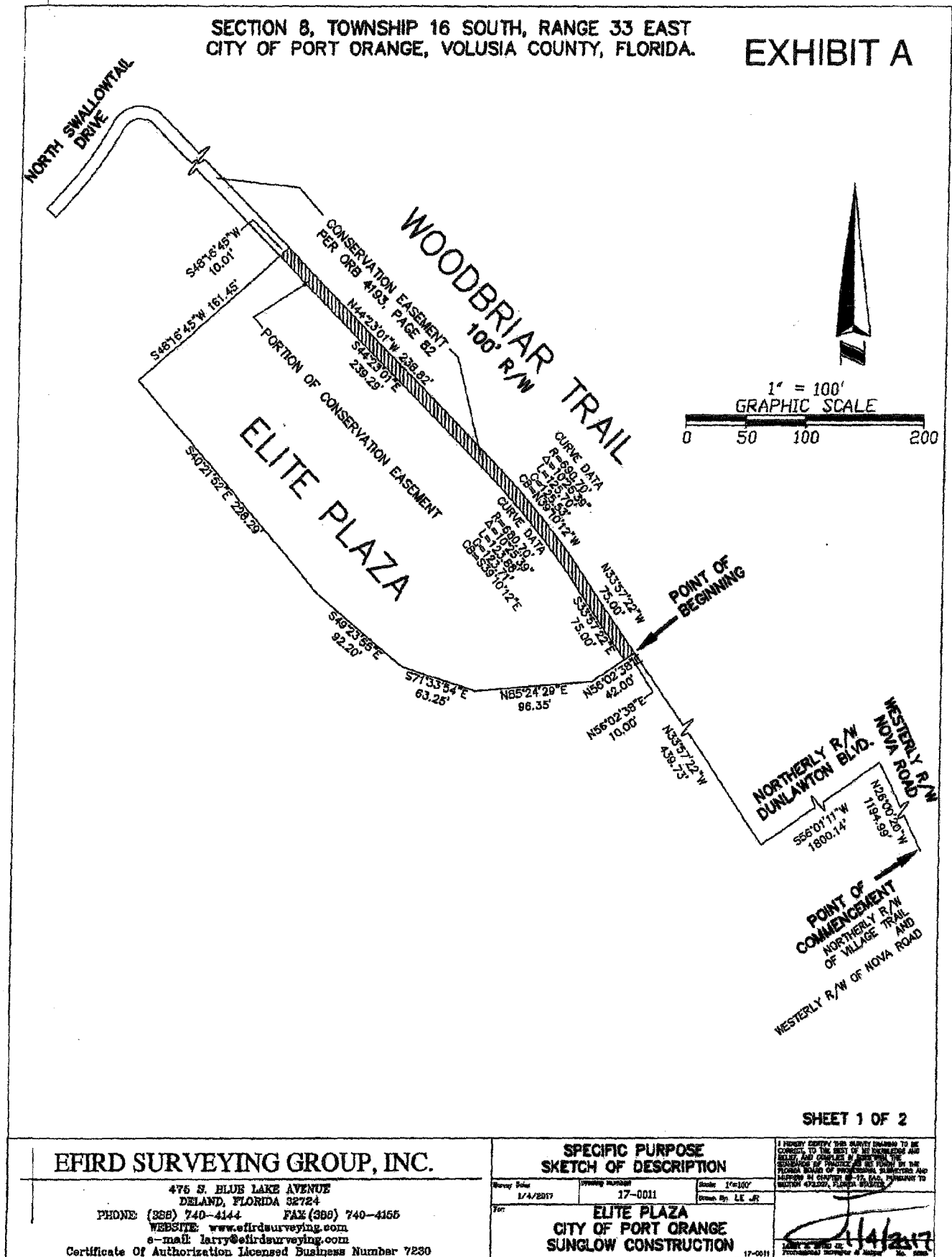
STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing **PARTIAL RELEASE OF CONSERVATION EASEMENT** was acknowledged before me this 7<sup>th</sup> day of February, 2017, by Robin L. Fenwick, City Clerk, who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. She is personally known to me.



Barbara J. Abbate  
Signature of Notary Public, State of Florida  
Printed name, Commission, Seal, and Term Expiration:

Partial Release of Conservation Easement





**SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST  
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.**

**DESCRIPTION: A PORTION OF A 10.00 FOOT WIDE CONSERVATION EASEMENT**

A PORTION OF THE CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4193, PAGE 82, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL, AS PER PLAT OF COUNTRYSIDE P.U.D. UNIT III-A, AS FOUND IN PLAT BOOK 38, PAGES 156 AND 157, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (SAID NORTHERLY RIGHT OF WAY OF VILLAGE TRAIL ALSO BEING THE NORTHERLY BOUNDARY OF SAID PLAT OF COUNTRYSIDE P.U.D. UNIT III-A) AND THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD (A 100 FOOT WIDE RIGHT OF WAY) ALSO KNOWN AS STATE ROAD 5-A, AS SHOWN ON SIAD PLAT OF COUNTRYSIDE P.U.D., UNIT III-A; THENCE N26°00'20"W ALONG SAID WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AND DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL AND SAID NORTHERLY BOUNDARY OF COUNTRYSIDE P.U.D., UNIT III-A, A DISTANCE OF 1194.99 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY OF LINE OF DUNLAWTON BOULEVARD (A 200 FOOT WIDE RIGHT OF WAY) ALSO KNOWN AS STATE ROAD 415; THENCE S56°01'11"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD A DISTANCE OF 1800.14 FEET; THENCE N33°57'22"W DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD A DISTANCE OF 439.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N33°57'22"W ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF WOODBRIAR TRAIL (A 100 FOOT WIDE RIGHT OF WAY) A DISTANCE OF 75.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 690.70 FEET; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY BEING ALONG THE ARC OF SAID CURVE AND PASSING THROUGH A CENTRAL ANGLE OF 10°25'39" AND HAVING AN ARC LENGTH OF 125.70 TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF WOODBRIAR TRAIL N44°23'01"W A DISTANCE OF 238.82 FEET; THENCE DEPARTING THE RIGHT OF WAY LINE OF SAID WOODBRIAR TRAIL S48°16'45"W A DISTANCE OF 10.01 FEET; THENCE S44°23'01"E ALONG A LINE 10 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID RIGHT OF WAY LINE OF WOODBRIAR TRAIL A DISTANCE OF 239.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 680.70 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 10°25'39" AND HAVING AN ARC LENGTH OF 123.88 TO THE POINT OF TANGENCY; THENCE S33°57'22"E A DISTANCE OF 75.00 FEET; THENCE N56°02'38"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SHEET 2 OF 2

**EFIRD SURVEYING GROUP, INC.**

475 S. BLUE LAKE AVENUE  
DELAND, FLORIDA 32724  
PHONE: (386) 740-4144 FAX: (386) 740-4155  
WEBSITE: [www.efirdsurveying.com](http://www.efirdsurveying.com)  
e-mail: [larry@efirdsurveying.com](mailto:larry@efirdsurveying.com)  
Certificate of Authorization Licensed Business Number 7280

**SPECIFIC PURPOSE  
SKETCH OF DESCRIPTION**

Survey Date: 1/4/2017  
Drawing Number: 17-0011  
Scale: 1"=100'  
Drawn By: LE JR  
For: ELITE PLAZA  
CITY OF PORT ORANGE  
SUNGLOW CONSTRUCTION

I HEREBY CERTIFY THE SURVEY DRAWING TO BE CONFORM TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLY WITH THE STANDARDS OF PRACTICE AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYING AND MAPPING IN CHAPTER 461, F.S., AND PURSUANT TO SECTION 461.07, FLORIDA STATUTES.

*[Signature]*  
1/14/2017  
Professional Surveyor License No. 12,345

## EXHIBIT B

Parcel No. 08-16-33-00-07-0015

A parcel of land situated in the Southeast one-quarter of Section 8, Township 16, South, Range 33 East, Volusia County, Florida, being more particularly described as follows: From a point of reference being the intersection of the Northerly right of way line of Village Trail, as per Plat of Countryside P.U.D., Unit III-A, as found in Plat Book 38 on pages 156 and 157 among the Public Records of Volusia County, Florida (said Northerly right-of-way of Village Trail also being the Northerly boundary of said Plat of Countryside P.U.D. Unit III-A) and the Westerly right of way line of Nova Road (a 100 foot wide right of way, also known as State Road 5A, as shown on said Plat of Countryside P.U.D. Unit III-A, thence N. 26° 00' 20" W. along said Westerly right of way line of Nova Road and departing said Northerly right of way line of Village Trail and said Northerly boundary of Countryside P.U.D., Unit III-A, a distance of 1194.99 feet to a point in the Northerly right of way line of Dunlawton Boulevard (a 200 foot wide right of way) also known as State Road 415; thence S. 56° 01' 11" W. along said Northerly right of way line of Dunlawton Boulevard a distance of 1800.14 feet; thence N. 33° 57' 22" W. departing said Northerly right of way line of Dunlawton Boulevard a distance of 439.73 feet to the Point of Beginning of this description; thence S. 56° 02' 38" W. a distance of 42.00 feet; thence S. 85° 24' 29" W. a distance of 96.35 feet; thence N. 71° 33' 54" W. a distance of 63.25 feet; thence N. 49° 23' 55" W. a distance of 92.20 feet; thence N. 40° 21' 52" W. a distance of 228.29 feet; thence N. 48° 16' 45" E. a distance of 161.45 feet; thence S. 44° 23' 01" E. a distance of 238.82 feet to the point of curvature of a curve to the right, said curve having a radius of 690.70 feet; thence along the arc of said curve, passing through a central angle of 10° 25' 39" a distance of 125.70 feet to the point of tangency; thence S. 33° 57' 22" E a distance of 75.00 feet to the Point of Beginning of this description.

LPM

RESOLUTION NO.17-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELEASING AN INTEREST IN A PORTION OF A CONSERVATION EASEMENT LOCATED AT 3821 WOODBRIAR TRAIL ALONG THE ROADWAY FRONTAGE OF THE PROPERTY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST TO A RELEASE OF EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sun Glow Construction, Inc., a Florida corporation, (herein referred to as the "Sun Glow") is the record owner of Parcel No. 08-16-33-00-07-0015, according to the Warranty Deed recorded in Official Records Book 7182, Page 3000, Public Records of Volusia County, Florida; and

WHEREAS, Sun Glow has applied for the release of conservation easement located along the roadway frontage of said parcel (more accurately described and depicted on **Exhibit "1"**), in conjunction with the proposed construction of Elite Plaza site development; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to release easements within the City limits under constitutional home rule powers and Chapter 166, Florida Statutes (2016).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The interest of the City of Port Orange, Volusia County, Florida, in the conservation easement depicted and described on the attached **Exhibit "1"** is declared to be released, and any right, title and interest of the City of Port Orange in and to the attached easement hereby released is renounced and disclaimed. All other easements located along the roadway frontage of said parcel, not previously released shall remain in full force and effect.

Section 2. By application, acceptance and recording of certified copy of this Resolution and Partial Release of Easement, the Property Owner acknowledge and accept full and sole responsibility for any damage to any private improvement placed or constructed with the released area.


Section 3. This resolution shall become effective upon recording of a certified copy of this Resolution and the Partial Release in the Public Records of Volusia County, Florida.

*Exhibit*

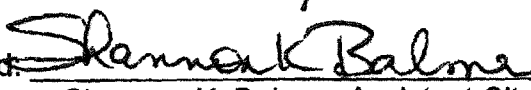
(RESO. NO. 17-5)

  
MAYOR DONALD O. BURNETTE

ATTEST

  
Robin L. Fenwick, CMC, City Clerk

Adopted on the 7 day of February, 2017

Reviewed and Approved:   
Shannon K. Balmer, Assistant City Attorney

Lynne

**EXHIBIT "1"**

This Instrument Prepared By:  
 Shannon K. Balmer,  
 Assistant City Attorney  
 City of Port Orange  
 1000 City Center Circle  
 Port Orange FL 32129

Portion of Parcel No. 08-16-33-00-07-0015

**PARTIAL RELEASE OF CONSERVATION EASEMENT**

THIS Partial release of Conservation Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, "City," and **SUN GLOW CONSTRUCTION**, a Florida corporation, located in Volusia County, Florida, mailing address: 230 N. Beach Street, Suite 4, Daytona Beach, FL 32114, "Sun Glow".

**WITNESSETH:**

**WHEREAS**, by instrument dated April 11, 1997, Robert B. White, Jr. ("Grantor"), did grant and convey unto the City of Port Orange, Florida ("Grantee"), a Conservation Easement recorded April 15, 1997, in Official Records Book 4193, Page 82, of the Public Records of Volusia County, Florida (hereinafter referred to as the "Easement"); and

**WHEREAS**, Sun Glow Construction, Inc. a Florida corporation is the successor to Grantor in title to the Property where a portion of the Easement is located; and

**WHEREAS**, the Conservation Easement is graphically depicted and legally described in Official Records Book 4193 at Pages 88 and 89 of the Public Records Volusia County, Florida; and

**WHEREAS**, Sun Glow has requested from the City a partial release of the Conservation Easement being legally described and graphically depicted on **Exhibit "A"** attached hereto, and made a part hereof.

**NOW, THEREFORE**, the City of Port Orange, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, and quit claim unto Sun Glow, their successors and assigns forever, of all the right, title, interest, claim and demand which the City acquired by virtue of that certain Conservation Easement recorded at Official Records Book 4193, Page 82, Public Records of Volusia County, Florida, a portion of which was released by Resolution No. 17-5, as to the following described lot, piece or parcel of land, sometimes identified by parcel number 6308-00-07-0015, situate, lying and being in the County of Volusia, State of Florida, and being more particularly described in **Exhibit "B"**, attached hereto and made apart hereof by reference.

Except for the property specifically released by this instrument, the City of Port Orange expressly reserves and retains all of its remaining easement rights and interests as set forth in the Conservation Easement referenced hereinabove.

Exhibit L

IN WITNESS WHEREOF, the City, has executed this Partial Release of Conservation Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

**CITY OF PORT ORANGE, FLORIDA**  
a Florida chartered municipal corporation

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Donald O. Burnette, Mayor

Attest:

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing **PARTIAL RELEASE OF CONSERVATION EASEMENT** was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Donald O. Burnette, Mayor who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. He is personally known to me.

\_\_\_\_\_  
Signature of Notary Public, State of Florida  
Printed name, Commission, Seal, and Term Expiration:

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing **PARTIAL RELEASE OF CONSERVATION EASEMENT** was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Robin L. Fenwick, City Clerk, who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. She is personally known to me.

\_\_\_\_\_  
Signature of Notary Public, State of Florida  
Printed name, Commission, Seal, and Term Expiration:



**SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST  
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.**

**DESCRIPTION: A PORTION OF A 10.00 FOOT WIDE CONSERVATION EASEMENT**

A PORTION OF THE CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4193, PAGE 82, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL, AS PER PLAT OF COUNTRYSIDE P.U.D. UNIT III-A, AS FOUND IN PLAT BOOK 38, PAGES 156 AND 157, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (SAID NORTHERLY RIGHT OF WAY OF VILLAGE TRAIL ALSO BEING THE NORTHERLY BOUNDARY OF SAID PLAT OF COUNTRYSIDE P.U.D. UNIT III-A) AND THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD (A 100 FOOT WIDE RIGHT OF WAY) ALSO KNOWN AS STATE ROAD 5-A, AS SHOWN ON SAID PLAT OF COUNTRYSIDE P.U.D., UNIT III-A; THENCE N26°00'20"W ALONG SAID WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AND DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF VILLAGE TRAIL AND SAID NORTHERLY BOUNDARY OF COUNTRYSIDE P.U.D., UNIT III-A, A DISTANCE OF 1194.99 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY OF LINE OF DUNLAWTON BOULEVARD (A 200 FOOT WIDE RIGHT OF WAY) ALSO KNOWN AS STATE ROAD 415; THENCE S56°01'11"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD A DISTANCE OF 1800.14 FEET; THENCE N33°57'22"W DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF DUNLAWTON BOULEVARD A DISTANCE OF 439.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N33°57'22"W ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF WOODBRIAR TRAIL (A 100 FOOT WIDE RIGHT OF WAY) A DISTANCE OF 75.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 680.70 FEET; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY BEING ALONG THE ARC OF SAID CURVE AND PASSING THROUGH A CENTRAL ANGLE OF 10°25'39" AND HAVING AN ARC LENGTH OF 125.70 TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF WOODBRIAR TRAIL N44°23'01"W A DISTANCE OF 238.82 FEET; THENCE DEPARTING THE RIGHT OF WAY LINE OF SAID WOODBRIAR TRAIL S48°16'45"W A DISTANCE OF 10.01 FEET; THENCE S44°23'01"E ALONG A LINE 10 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID RIGHT OF WAY LINE OF WOODBRIAR TRAIL A DISTANCE OF 239.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 680.70 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 10°25'39" AND HAVING AN ARC LENGTH OF 123.88 TO THE POINT OF TANGENCY; THENCE S33°57'22"E A DISTANCE OF 75.00 FEET; THENCE N56°02'38"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

**SHEET 2 OF 2**

**EFIRD SURVEYING GROUP, INC.**

475 S. BLUE LAKE AVENUE  
DELAND, FLORIDA 32724  
PHONE: (888) 740-4144 FAX (386) 740-4155  
WEBSITE: www.efirdsurveying.com  
e-mail: larry@efirdsurveying.com

Certificate Of Authorization Licensed Business Number 7230

**SPECIFIC PURPOSE  
SKETCH OF DESCRIPTION**

Survey Date 1/4/2017	Drawing Number 17-0011	Scale 1"=100'
For ELITE PLAZA CITY OF PORT ORANGE SUNGLOW CONSTRUCTION		Drawn By L.E. JR.

**ELITE PLAZA  
CITY OF PORT ORANGE  
SUNGLOW CONSTRUCTION**

I HEREBY CERTIFY THAT THE SURVEY DRAWING TO BE  
CORRECT, TO THE BEST OF MY KNOWLEDGE AND  
BELIEF, AND COMPLIES WITH THE  
STANDARDS OF PRACTICE AS REQUIRED BY THE  
FLORIDA BOARD OF PROFESSIONAL SURVEYING AND  
MAPPING IN CERTAIN STATES, PURSUANT TO  
SECTION 475.005, FLORIDA STATUTES.

*[Signature]*  
1/4/2017  
Professional Surveyor License No. 12345



## EXHIBIT B

**Parcel No. 08-16-33-00-07-0015**

A parcel of land situated in the Southeast one-quarter of Section 8, Township 16, South, Range 33 East, Volusia County, Florida, being more particularly described as follows: From a point of reference being the intersection of the Northerly right of way line of Village Trail, as per Plat of Countryside P.U.D., Unit III-A, as found in Plat Book 38 on pages 156 and 157 among the Public Records of Volusia County, Florida (said Northerly right-of-way of Village Trail also being the Northerly boundary of said Plat of Countryside P.U.D. Unit III-A) and the Westerly right of way line of Nova Road (a 100 foot wide right of way, also known as State Road 5A, as shown on said Plat of Countryside P.U.D. Unit III-A, thence N. 26° 00' 20" W. along said Westerly right of way line of Nova Road and departing said Northerly right of way line of Village Trail and said Northerly boundary of Countryside P.U.D., Unit III-A, a distance of 1194.99 feet to a point in the Northerly right of way line of Dunlawton Boulevard (a 200 foot wide right of way) also known as State Road 415; thence S. 56° 01' 11" W. along said Northerly right of way line of Dunlawton Boulevard a distance of 1800.14 feet; thence N. 33° 57' 22" W. departing said Northerly right of way line of Dunlawton Boulevard a distance of 439.73 feet to the Point of Beginning of this description; thence S. 56° 02' 38" W. a distance of 42.00 feet; thence S. 85° 24' 29" W. a distance of 96.35 feet; thence N. 71° 33' 54" W. a distance of 63.25 feet; thence N. 49° 23' 55" W. a distance of 92.20 feet; thence N. 40° 21' 52" W. a distance of 228.29 feet; thence N. 48° 16' 45" E. a distance of 161.45 feet; thence S. 44° 23' 01" E. a distance of 238.82 feet to the point of curvature of a curve to the right, said curve having a radius of 690.70 feet; thence along the arc of said curve, passing through a central angle of 10° 25' 39" a distance of 125.70 feet to the point of tangency; thence S. 33° 57' 22" E a distance of 75.00 feet to the Point of Beginning of this description.

**Exhibit M**  
Organizational Action

**ELITE PLAZA CONDOMINIUM ASSOCIATION, INC.  
BOARD OF DIRECTORS ACTION BY UNANIMOUS CONSENT**

The undersigned, being all of the subscribers of the Articles of Incorporation and Directors for Elite Plaza Condominium Association, Inc. (the "Association"), hereby consent to, approve, and adopt the following:

1. The Articles of Incorporation of the Association are hereby ratified and approved and the Secretary is instructed to file in the Minute Book of the Association, the Certificate of Incorporation from the Department of State.

2. It is hereby acknowledged that the Board of Directors of the Association consist of the following, who were designated as initial Directors of the Association in the Articles of Incorporation:

ARAM KHAZRAEE	763 N. BEACH STREET ORMOND BEACH, FL 32174
---------------	---

A. JOSEPH POSEY, JR.	420 S. NOVA ROAD DAYTONA BEACH, FL 32114
----------------------	---

PANTEA T. KHAZRAEE	763 N. BEACH STREET ORMOND BEACH, FL 32114
--------------------	---

3. The By-Laws for the Association are attached hereto as Exhibit "A" and made a part hereof, and are hereby approved and adopted by the Board of Directors, and the Secretary is instructed to file in the Minute Book of the Association the By-Laws.

4. The following officers of the Association are elected to serve until the next annual meeting of the Board of Directors and until their successors are elected and qualified or until their resignation or removal pursuant to the governing documents of the Association.

President:	ARAM KHAZRAEE 763 N. BEACH STREET ORMOND BEACH, FL 32174
------------	--

Vice President:	A. JOSEPH POSEY, JR. 420 S. NOVA ROAD DAYTONA BEACH, FL 32114
-----------------	---

Secretary:	PANTEA T. KHAZRAEE 763 N. BEACH STREET ORMOND BEACH, FL 32174
------------	---

Treasurer:	PANTEA T. KHAZRAEE 763 N. BEACH STREET ORMOND BEACH, FL 32174
------------	---

5. Aram Khazraee is appointed as Agent for the Association on whom process may be served as required by the State of Florida. The street address for the above Agent is designed as the office for service of process upon the Association. The Present of the Association is hereby directed to designate any

necessary successor agents for service of process and file same with the Department of State, Tallahassee, Florida.


6. The estimated annual budget, attached hereto as Exhibit "B" and made a part hereof, is hereby approved and adopted as the Annual Budget of the Association.

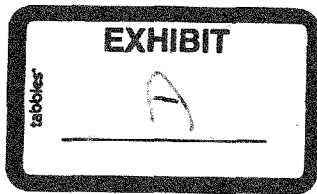
This Unanimous Written Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Written Consent shall be filed in the Minute Book of this Association and become a part of the records thereof.

Date: Sept. 25<sup>th</sup>, 2020

  
ARAM KHAZRAEE

  
PANTEA T. KHAZRAEE

  
A. JOSEPH POSEY, JR.



**BY-LAWS  
OF  
ELITE PLAZA CONDOMINIUM ASSOCIATION, INC.,  
a corporation not for profit under the Laws of the State of Florida.**

**1. GENERAL**

1.1 These are the By-Laws of ELITE PLAZA Condominium Association, Inc. called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering ELITE PLAZA, a Condominium, (the "Condominium"), located at 3821 Woodbriar Trail, Port Orange, Florida, pursuant to Chapter 718, Florida Statutes, (the "Condominium Act").

1.2 The provisions of these By-Laws are applicable to the Association, and the terms and provisions hereof are expressly subject to and shall be controlled by the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and in the Declaration of Condominium which will be recorded in the Public Records of Volusia County, Florida.

1.3 All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Condominium or any of the facilities thereof in any manner, are subject to the regulation set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium and the rules and regulations adopted pursuant thereto.

1.4 The office of the Association shall be at 763 N. Beach St. Ormond Beach, FL 32174.

1.5 The fiscal year of the Association shall be the calendar year.

1.6 The seal of the Corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit" and the year of incorporation.

**2. MEMBERSHIP, VOTING QUORUM, PROXIES**

2.1 The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article 4 of the Articles of Incorporation of the Association, which provisions are incorporated herein by reference.

2.2 At member meetings, a quorum shall consist of members present in person or by proxy entitled to cast a majority of the votes of the Association. Actions approved by a majority of the votes at a meeting at which a quorum is present shall constitute the acts of the Association. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2.3 Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

**3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP**

3.1 The Annual Members' Meeting shall be held at 230 N Beach St., Daytona Beach, FL 32114, or such other place as designated by the Board of Directors on the 1<sup>st</sup> Friday in February of each calendar year, or such other time as specified by all the members of the Association in writing for, for the purpose of selecting and designating directors and transacting any other business authorized to be transacted

by the member; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such offices upon receipt of a written request from any member of the Association.

3.3 Notice of all members' meetings, stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his/her address as it appears on the books of the Associations and shall be mailed not less than ten (10) days no more than sixty (60) days prior to the date of the meeting, and post office certificate of mailing shall be retained as proof of such mailing.

3.4 A vote for the owners of a suite owned by more than one person or by a corporation or other entity, or under lease will be cast by the person named in a Certificate signed by all of the owners of the suite and filed with the Secretary of the Association, and such Certificate shall be valid until revoked or until superseded by a subsequent certificate. If such a Certificate is not on file, the vote of such owner shall not be considered in determining the requirements for a quorum, nor for any other purpose.

3.5 If any meeting or members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.6 The order of business at annual members' meetings and as far as practical at other members' meetings shall be:

- a) Calling of the roll and certifying of proxies.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading and disposal of any unapproved minutes.
- d) Reports of officers.
- e) Reports of committees.
- f) Election of directors.
- g) Unfinished business.
- h) New Business.
- i) Adjournments.

#### 4. BOARD OF DIRECTORS

4.1 The Board of Directors of the Association shall consist of three (3) persons. Directors need not be a member of the Association.

4.2 Selection of Directors shall be conducted in the following manner.

a) Each member of the Association shall vote for three (3) Directors at the annual members' meeting. The three (3) candidates receiving the highest vote will comprise the Board of Directors.

b) The term of each Director's service will extend until the next annual meeting of the Members, and subsequently until his successor is duly elected or until he is removed in the manner herein provided. Vacancies in the Board of Directors occurring between meetings of the Member of the Association shall be filled by a majority vote of the remaining Directors.

c) Directors may be recalled and replace at any time by a majority vote of all Suite owners.

4.3 The organizational meeting of a newly selected and designated Board of Directors shall be held with ten (10) days of their designation, at such time and at such place as shall be fixed by the Directors, at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present. The outgoing President of the Board of Directors will preside over said organizational meeting until the new offices are elected.

4.4 Regular meetings of the Board of Directors will be held at such time and place as shall be determined from time to time by a majority of the Directors and shall be open to all suite owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such meeting.

4.5 Special Meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any member of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting.

4.6 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.7 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because a greater percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.8 The presiding officer at Directors' meetings shall be the President, and in his absence, the Directors present shall designate one of their number to preside.

4.9 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes of the State of Florida, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

a) To make, levy and collect assessments against members and members' suites to defray the costs of the Condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

b) To make, levy and collect assessments against members and members' suites to defray the costs of the Condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

c) To maintain, repair, replace, and operate the Condominium Property.

d) To purchase insurance upon the common elements and insurance for the protection of the Association, as well as liability insurance for the protection of the Directors.

e) To reconstruct improvements after casualty.

f) To make and amend regulations governing the use of the property, real and personal, in the Condominium so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium.

g) To approve or disapprove proposed purchasers or tenants of suites if so, specified in the Declaration of Condominium.

h) To acquire, operate, manage, and otherwise deal with property, real and personal, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium.

i) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association.

j) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and rules and regulations promulgated governing use of the property in the Condominium.

k) To pay all taxes and assessments levied against the property of the Association of the Condominium as a whole, rather than individual suites, and to assess the same against the members and their respective suites.

l) To pay all costs of power, water, sewer, and other utility services rendered to the Condominium and not billed to the owners of the separated suites; and

m) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

4.10 No fee shall be paid for service as a Director of the Association.

## 5. OFFICERS

5.1 The executive offices of the Association shall be a President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary, and Assistant Secretary, or the Vic President. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees, from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members. He/she shall attend to the giving and servicing of all notices to the members and directors, and other notices required by law. He/she shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He/she shall keep the record of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. Any assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.



5.4 The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He/she shall keep the books of the Association in accordance with good accounting practices; and he/she shall perform all other duties incident to the office of Treasurer.

5.5 The compensation of any employee of the Association shall be fixed by the directors. The Board of Directors is not precluded from employing a director as an employee of the Association and compensating them as an employee, nor precluded from contracting with a director for the management of the condominium.

## 6. FISCAL MANGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each suite. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

6.2 The receipts and expenditures of the Association shall be credited and charged to accounts under classification as shall be appropriate, all of which expenditures shall be common expenses.

6.3 The Board of Directors will adopt a budget for each calendar year. The budget will include the estimated funds required to defray the common expenses. A copy of the proposed annual budget of common expenses and proposed assessments shall be emailed to the suite owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a written notice of the time and place of such meeting.

6.4 Assessments against the suite owners for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 31 of the year preceding the year for which the assessments are made. The amount requires from each suite owner to meet the annual budget shall be divided into six (6) equal assessments, one of which shall be due on the first day of January, April, July, and October of the year for which the assessments are made. If assessments are not levied quarterly by the Association as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on a quarterly basis until changed by an amended assessment. In the event a previously adopted budget shall be insufficient in the judgement of the Board of directors to provide funds for the anticipated current expense for the ensuing year and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increase for the year shall be subject to the approval of the membership of the Association as previously required in these By-Laws. Also, the developer does not have to pay any assessment fees until the suites have been sold or leased by the developer. Thus, the developer will take responsibility to pay all expenses and adjust the Condominium expenses as needed, or until The Association turns over to the unit owners. Anything herein above to the contrary notwithstanding the Directors may, without prior notice to suite owners, levy emergency assessments to meet expenditures which in the judgement of a majority of the Board of Directors must be made immediately to protect and preserve the Condominium Property.

6.5 The Depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.6 The records of the Association shall be open to inspection by suite owners or their authorized representative at reasonable times, and written summaries of them shall be supplied at least annually to suite owners or their authorized representatives.

## 7. PARLIAMENTARY RULES

Robert Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

## 8. AMENDMENTS

Except as elsewhere provided these By-Laws may be amended in the following manner:

8.1 Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by the owner of any suite in the Condominium, whether meeting as members or by instrument in writing signed by them.

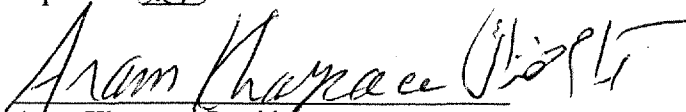
8.2 Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or member, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than fifteen (15) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as is required herein for a Special Meeting of the members.

8.3 In order for such an amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the member of the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be promptly recorded in the Public Records of Volusia County, Florida.

8.4 At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

8.5 These By-Laws may also be amended by a written instrument executed and acknowledged with the formality of a deed by the record owners of all suites in Condominium. No amendment to these By-Laws shall make any changes in the qualifications for membership nor the voting rights of members and no amendment shall be made that is in conflict with the Declaration of Condominium or the Articles of Incorporation of this Association.

The foregoing was adopted as the By-Laws of the ELITE PLAZA Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of Directors on September 25, 2020.

  
Aram Khazraee, President

**EXHIBIT**

B

**2020 OPERATING BUDGET  
ELITE PLAZA CONDOMINIUM ASSOCIATION**

Total SF:  
9,966

	<u>ESTIMATED</u> 2020	<u>ACTUAL</u> 2020	<u>PROJECTED</u> 2021
<b><u>INCOME</u></b>	28540		
Cam fees			
<b><u>ADMINISTRATION</u></b>			
License	\$ 60.00		
Accounting Services	\$ 1,000.00		
Taxes			
Insurance	\$ 4,000.00		
Office expense	\$ 150.00		
Master Association	\$ 850.00		
Administrative Fee	\$ 4,200.00		
<b>Total Administration:</b>	<b>\$ 10,260.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>MAINTENANCE &amp; REPAIR</u></b>			
Building Maintenance	\$ 1,000.00		
Landscaping Maintenance	\$ 5,400.00		
Irrigation Maintenance/ Fountains	\$ 600.00		
Termite Renewal & Exterial Pest Control	\$ 500.00		
<b>Total Maint. &amp; Repair:</b>	<b>\$ 7,500.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>UTILITIES</u></b>			
Electric (common elements)	\$ 1,500.00		
<b>Total Utilities:</b>	<b>\$ 1,500.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenses:</b>	<b>\$ 19,260.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>RESERVES:</u></b>			
Free Standing Sign	\$ 1,000.00		
Building (Exterior Stucco & Painting)	\$ 2,000.00		
Roof	\$ 3,000.00		
Parking Lot Repair, Sealing, Striping	\$ 1,000.00		
Well / Irrigation/ Fountains	\$ 500.00		
Water Fountain	\$ 280.00		
Landscaping Replacement	\$ 1,000.00		
Parking Lot Lighting	\$ 500.00		
<b>Total Reserves:</b>	<b>\$ 9,280.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL EXPENSES + RESERVES:</b>	<b>\$ 28,540.00</b>	<b>\$ -</b>	<b>\$ 28,540.00</b>
<b>Per Sq. Ft.</b>	<b>\$ 2.86</b>	<b>\$ -</b>	<b>\$ 2.86</b>

**Breakdown per Unit:**

	<u>Unit Sq. ft.</u>	<u>Total Based on</u>	<u>%</u>	<u>Annual Dues</u>	<u>\$2.86</u> <u>Monthly</u>	<u>Quarterly</u>
Suit 1	1,702	9,966	17%	\$4,874.08	\$406.17	\$1,218.52
Suit 2	1,726	9,966	17%	\$4,942.81	\$411.90	\$1,235.70
Suit 3	1,630	9,966	16%	\$4,667.89	\$388.99	\$1,166.97
Suit 4	1,674	9,966	17%	\$4,793.90	\$399.49	\$1,198.47
Suit 5	1,624	9,966	16%	\$4,650.71	\$387.56	\$1,162.68
Suit 6	1,610	9,966	16%	\$4,610.62	\$384.22	\$1,152.65
	<b>9,966</b>		<b>100%</b>	<b>\$28,540.00</b>	<b>\$2,378.33</b>	<b>\$7,135.00</b>