

This Instrument prepared by:

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PYLE, DELLINGER & DUZ, PLLC
1655 N. Clyde Morris Blvd., Ste. 1
Daytona Beach, Florida 32117

3151 HOWLAND BOULEVARD CONDOMINIUM

CONDOMINIUM DOCUMENTS

THESE DOCUMENTS HAVE NOT BEEN FILED WITH, REVIEWED OR APPROVED BY THE STATE OF FLORIDA, DIVISION OF LAND SALES AND CONDOMINIUMS, NOR IS ANY SUCH REVIEW REQUIRED BY LAW.

WHEN EXECUTED AND RECORDED, THE DECLARATION OF CONDOMINIUM AND ITS ATTACHMENTS ARE INTENDED TO CREATE A COMMERCIAL CONDOMINIUM PURSUANT TO CHAPTER 718, FLORIDA STATUTES, AND TO CONFER RIGHTS AND IMPOSE DUTIES ON THE OWNERS AND PURCHASERS OF UNITS IN THE CONDOMINIUM.

THIS IS A CONDOMINIUM OF LAND ONLY, NOT A BUILDING CONDOMINIUM AND NOT A LAND AND BUILDING CONDOMINIUM. THE EXTERIORS OF BUILDINGS ARE SHOWN ON THE SURVEY AND ARE PART OF THE DEFINED AS UNITS, BUT THE INTERIORS ARE NOT DIVIDED INTO BUILDING CONDOMINIUM UNITS.

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**DECLARATION OF CONDOMINIUM
OF
3151 HOWLAND BOULEVARD CONDOMINIUM**

AB & J, LLC., a Florida Limited Liability Company, ("Developer"), as the owner of the "Land" (as hereinafter defined), hereby makes this **DECLARATION OF CONDOMINIUM OF 3151 HOWLAND BOULEVARD CONDOMINIUM** ("Declaration") to be recorded in the Public Records of Volusia County, Florida, where the Land is located, and states and declares:

**I.
SUBMISSION STATEMENT**

Developer is the owner of record of the "Condominium Property" hereinafter described and does hereby submit the same to condominium ownership as a land only condominium pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended to the date of recording hereof ("Act").

**II.
NAME**

The name by which the condominium created hereby ("Condominium") and the Condominium Property are to be identified is:

3151 HOWLAND BOULEVARD CONDOMINIUM

**III.
LAND**

The legal description of the land submitted to condominium ownership ("Land") is described in Exhibit "A-1", attached hereto and made a part hereof.

**IV.
DEFINITIONS**

The terms contained in this Declaration shall have the meanings as set forth in the Act unless otherwise stated and for clarification the following terms have the following meanings:

A. "Developer" means AB & J, LLC, a Florida Limited Liability Company, its grantees, successors, and assigns.

B. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended to the date of recording of this Declaration. Unless a reference is given to another chapter of Florida Statutes (or other applicable law), references to sections of Florida Statutes will be deemed to be references to the Act.

C. "Condominium Documents" means in the aggregate this Declaration and all exhibits attached hereto. The "Condominium Documents" may also include certain unrecorded documents as listed in the Table of Contents.

D. "Declaration" means this document, which is also called the Declaration of Condominium.

F. "Unit", also known as "Parcel" as reflected on the survey, means that portion of the Condominium Property which is subject to exclusive ownership, as is further defined in this Declaration. A Unit includes any building existing on the Parcel, and all components thereof. This is a land only condominium and thus a Unit refers to the land with a building on it, but does not indicate any division within a building.

G. "Owner" means a Unit Owner as defined in the Act and may also be called a "Unit Owner" in the Condominium Documents.

H. "Common Expenses" means expenses for which the Owners are liable to the Association under the Act and under the Condominium Documents which include but are not limited to:

1. Operation, maintenance, repair or replacement of the "Common Elements" (as hereinafter defined) and "Limited Common Elements" (as hereinafter defined), if any, costs of carrying out the powers and duties of the Association, costs of fire and extended coverage insurance;

2. Utilities or taxes billed to all Owners in a single bill or to the Association;

3. Reserves required by law or authorized by the Condominium Documents;

and

4. Any other expenses designated as Common Expenses by the Condominium Documents or from time to time by the Board (as hereinafter defined).

I. "Condominium Property" means the Land and improvements thereon, the Common Elements, if any, and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium.

J. "Common Elements" means the portion of the Condominium Property, excluding the Units. There are no Common Elements on this Condominium Property. All portions of the land are contained within Parcels and shared use is by easements.

K. "Assessments" mean the share of funds required for the payment of Common Expenses which from time to time are assessed against an Owner.

L. "Association" means AB & J CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, organized to administer this condominium.

M. "Articles" and "Bylaws" mean the Articles of Incorporation and Bylaws of the Association, respectively.

N. "Board" means the Board of Directors of the Association.

O. "Limited Common Elements" means Common Elements that are reserved for the exclusive use of less than all Owners. At the creation of the Condominium, there are no Limited Common Elements.

P. "Plot Plan" is the same as "Survey" in this Condominium.

V.

DESCRIPTION OF IMPROVEMENTS: UNITS DESCRIBED

A. The Improvements.

The improvements are one story office buildings constructed on the Land as reflected on the "Survey". The interiors of the buildings are not separated into units. The three Units are described on the Survey as Unit 100, Unit 200 and Unit 300. One building is situated on each of the three Units. The condominium contains no common elements, as all driveways, parking areas, landscape areas, buffer areas and water retention areas are located within Units. No Unit bears the same designation as any other Unit.

B. Unit Boundaries.

The boundary between Units are clearly delineated on the Survey.

C. Exhibits.

Attached as Exhibits "A-1" and "A-3" are, respectively, the 'Legal Description' and the 'Survey of Condominium Property' (which contains the Surveyor's Certificate).

The Declaration does not contain Floor Plans as the entire parcels of land with the entire buildings located thereon constitute units and are not further divided.

No common elements are described as there are none. All commonly used property is subject to easements as provided herein.

D. Parking Spaces.

The survey shows certain areas designated for parking ("Parking Spaces"). There will be no assigned Parking Spaces. All Parking Spaces are owned by and the responsibility of the Owner of the Parcel on which they are located, but are also subject to easements for use by the other Parcels. Driveways, parking areas and other shared areas shall be maintained by the Owners separately, but as to significant work requiring combined contracts, may at any time on agreement of the parties be maintained, repaired and replaced by the Unit Owners or by the Association, in either case allocating the costs thereof according to the Owners' percent interest in the Condominium.

**VI.
LIMITED COMMON ELEMENTS**

This condominium has no general or limited common elements.

**VII.
UNDIVIDED SHARES**

A. Although the Condominium contains no common elements, jointly used areas are subject to easements and combined maintenance expenses shall be allocated equally, in accordance with the "Schedule of Percentage Interest" attached hereto as Exhibit "B" and made a part hereof. The undivided interest appurtenant to each Unit has been determined on an equal basis.

B. Each Unit shall have as an appurtenance thereto the right to use all of the Condominium Property, including the portion of parking lots and driveways within Units in accordance with the Condominium Documents and subject to the use rights as provided in the Declaration or in the rules of the Association.

**VIII.
SHARE IN COMMON EXPENSES AND OWNERSHIP OF COMMON SURPLUS**

If applicable, the Common Expenses shall be shared and the "Common Surplus" (as the term is defined in the Act) shall be owned in proportion to each Owner's percentage of ownership of the Common Elements as set forth on Exhibit "B" to this Declaration.

**IX.
VOTING RIGHTS OF OWNERS**

A. The Owner of the fee simple title of record of each Unit shall be entitled to cast votes allocated to each Unit as set forth in Exhibit "B". Votes are allocated on an equal basis, meaning there is one vote for each Unit.

B. The vote of the Owners of any Unit owned by more than one (1) natural person, or by a corporation or other legal entity, may be cast by the person ("Voting Member") designated in a proxy or Designated Representative Certificate signed by all of the Owners of such Unit or, if appropriate, signed by the appropriate officers, partners, trustees, representatives, principals, members or managers of the Owner. Such Designated Representative Certificate may be filed with the Secretary of the Association. If a proxy is given, then such proxy will be valid until revoked by a subsequent proxy signed and filed as required herein. In the absence of a Designated Representative Certificate, those persons authorized in the Bylaws may vote on behalf of the Owner.

**X.
PLAN OF DEVELOPMENT**

The facilities and the buildings all exist and shall remain in their current form.

**XI.
THE ASSOCIATION**

The Association will be responsible for the operation of the Condominium unless the Owners determine from time to time to administer it in a different manner. Each Owner shall be a member of the Association as provided in the Condominium Documents. Copies of the Articles and Bylaws of the Association are attached hereto as Exhibits "C" and "D", respectively, and are made a part hereof. The Owners may at any time determine to dissolve the corporate entity constituting the Association or allow it to expire, and may reinstate it at any time, and the Owners may at any time determine not to hold meetings, elect officers and directors and not hold funds or determine budget. The validity of the Condominium shall not be affected by such action or inaction.

**XII.
EASEMENTS**

A. Perpetual Nonexclusive Easements Through the Condominium to Public Ways.

Developer declares that the Association, the Owners and the Developer of the Condominium and mortgagees of Units or real property within the Condominium, as well as their agents, invitees, lessees and guests shall have the right to use and enjoy the driveways, roadways, parking areas (which are contained within the Unit legal descriptions), walks, and other rights-of-way and easements of the Condominium for reasonable ingress, egress and pedestrian and vehicular traffic to and from all portions of the Condominium Property, to and from public ways and dedicated streets, and for the furnishing of any and all utility services, and for the purposes of providing access for governmental services.

B. Easements and Cross-Easements.

Developer declares that the Owners, the Developer and the Association, as well as their agents, invitees, lessees and guests shall have the right to use and allow utility companies, governmental agencies and other providers of services to the Condominium Property easements and cross-easements for ingress and egress and for installation, maintenance, construction, and repair of facilities and utilities, including, but not limited to, electric power, telephone, sewer, water, gas, irrigation, drainage, lighting, television transmission, security, garbage and waste removal and the like as either the Developer or the Association deems to be in the best interest of, and necessary and proper for the Condominium. In addition, Developer declares that the Owners, the Developer and the Association, as well as their assigns shall have the right to enjoy and use all areas of vegetation, buffer areas, and the water retention area for environmental purposes and to allow water flow as either the Developer or the Association deems to be in the best interest of, and necessary and proper for the Condominium.

C. Easements for Encroachments.

All the Condominium Property shall be subject to easements in favor of affected unit owners for encroachments of interior walls over Unit boundaries and encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto or caused by minor inaccuracies in building, surveying or rebuilding such improvements. The above easements shall continue until such encroachments no longer exist.

D. Public Easements.

Any easements to any governmental entity that are matters of record title, and particularly those for utility purposes, are acknowledged by the Developer and Owners of Units within the Condominium.

XIII. OCCUPANCY AND USE RESTRICTIONS

In order to provide for the protection of all Owners and to encourage a harmonious atmosphere for all Owners of the Condominium Property, the following use restrictions shall apply:

A. The Units shall be used only by professional businesses for commercial uses permitted under the applicable governmental zoning classification.

B. The Common Elements shall be used for the services and facilities for which the same are reasonably intended for the enjoyment of the Unit Owners. The Board may designate certain area for limited use, such as establishing delivery areas, etc., by promulgating rules and regulations to such effect.

C. No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property nor any part thereof. All Owners shall conduct their business in such manner as not to be a nuisance or source of annoyance to the other Owners; nor shall any Owner interfere with the peaceful possession and proper use of the other Owners and their patients, employees, guests, agents and customers.

D. Regulations concerning the use of the Condominium Property ("Rules and Regulations") may be promulgated by the Association; provided, however, that copies of such Rules and Regulations must be furnished to each Owner prior to said Rules and Regulations becoming effective. Said Rules and Regulations may be amended from time to time by the Association as provided by the Bylaws of said Association.

E. No sign, advertisement or notice of any type or nature ("Sign") shall be erected, placed, posted, installed or displayed on or about the Common Elements or in a Unit so that it is visible from the Common Elements without the prior written consent of the Association. The Association shall have the right to determine the type of construction, material, locations, illumination, size and height of all Signs coming within this provision.

F. No Unit shall at any time be used as a residence, even on a temporary basis.

G. Rubbish, garbage, debris and waste materials shall be placed only in designated containers, and all trash areas shall be screened and properly landscaped.

H. No Owner shall cause any improvements or changes to be made to the exterior of the Condominium building, including painting or other decoration. No Owner shall install any equipment which may create a safety hazard for other Owners or persons in other Units without prior approval of the Association. For purposes of determining the approval, the Association shall have the right to employ experts. The cost of employment of such experts shall be assessed against the Owner proposing the installation of such equipment.

XIV. CONVEYANCES AND SALES

This condominium has no restrictions or approval requirement for sales, rentals or mortgages.

XV. PROVISIONS RELATING TO MAINTENANCE AND REPAIRS

A. By Owners.

Each Owner shall maintain in good condition and repair, and shall replace at Owner's expense all portions of Owner's Unit.

B. By the Association.

The Owners may at any time allow the Association to manage repairs and maintenance, but are not required to do so. The Owners may at any time determine to set aside funds as reserves for future repairs and maintenance of the driveways and parking areas, but are not required to do so.

XVI. COMMON EXPENSES AND ASSESSMENTS

A. Common Expenses.

If the Owners determine to utilize the Association, the Association by its Board, may prepare and adopt an annual budget for the operation and management of the Association in accordance with the Condominium Documents ("Budget"). If the Owners so choose, Common Expenses will be allocated to each Owner based upon each Owner's share of Common Elements, which allocated sum shall be assessed as the "Annual Assessment".

B. Assessments.

If the Owners determine to use the Association, the Association would collect assessments in accordance with the Budget.

XVII. INSURANCE

Each Owner shall insure the Owner's Unit, including liability insurance on the commonly used property. The Owners may, if they so choose, utilize the Association at any time in this regard.

XVIII. SEVERABILITY

If any provision of this Declaration or any of the Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration or the Condominium Documents or of the Act shall not be affected.

XIX. INTERPRETATION

A. Article, paragraph and subparagraph titles throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit, or affect this Declaration or the meaning of contents of the material contained herein.

B. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural.

C. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and Bylaws, whether or not that person participates in the Association as a member.

XX. REMEDIES FOR VIOLATION

Each Owner shall be governed by, and shall comply with the Act, and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, or any other Owner to either sue for injunctive relief, for damages, or for both, and such parties shall have all other rights and remedies which may be available in law or in equity. Any person who prevails in such action to enforce the Act or the Condominium Documents shall be entitled to impose an administrative fee and to recover his or her attorney's fees through all appeals. Further, the Association shall be entitled to impose an administrative fee and to recover its attorney's fees if it becomes necessary for the Association to enforce the Condominium Documents. The Association shall have the power to levy a Special Assessment against the Owner for the total of such fees, and to foreclose thereon in accordance with the provisions of this Declaration as in the case of other Assessments. Such right of Assessment shall not include the right to a lien or foreclosure where prohibited by the Act. The failure to promptly enforce any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled

to recover the costs of the proceeding and such reasonable attorney's fees at all trial and appellate levels as may be awarded by the court.

**XXI.
AMENDMENTS TO DECLARATION**

This Declaration may be amended at any regular or special meeting of the Owners called and held in accordance with the Bylaws, by a unanimous vote.

**XXII.
PROVISIONS RELATING TO TERMINATION**

A. This Declaration may be terminated by the unanimous consent of the Owners and the written consent of all Mortgagees holding first mortgages encumbering Units in the Condominium.

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

Signed, sealed and delivered
in the presence of:

Michael A. Pyle
First Witness Signature

Michael A. Pyle
Printed Name of Witness

AB & J, LLC, a Florida Limited Liability
Company

By: David K. Yoon
David K. Yoon, Managing Member

Jennifer Schaefer
Second Witness Signature

Jennifer Schaefer
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David K. Yoon, well known to me to be the Managing Member of AB & J, LLC, a Florida Limited Liability Company named as Developer in the foregoing Declaration of Condominium, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 17 day of September, 2021.

Michael A. Pyle
Notary Public
State of Florida at Large.
Commission No.: _____
My commission expires: _____

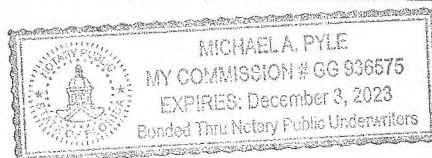


EXHIBIT "A-1" Legal Description of Parent Parcel

Begin at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 18 South, Range 31 East, Volusia County, Florida; thence run North 01° 15'35" West 2262.68 feet to the Southerly Right-of-Way line of State Road 444; thence run Easterly along said Right-of-Way line 295.17 feet to the Point of Beginning; thence run North 88°44'00" East 200 feet; thence run South 01°16'00" East 1100 feet; thence run South 88°44'00" West 200 feet; thence run North 01°16'00" West 1100 feet to the Point of Beginning, LESS the Southerly 440 feet thereof.

EXHIBIT "A-2" NOT APPLICABLE

EXHIBIT "A-3" CONDOMINIUM SURVEY - Sheets 1 and 2

DESCRIPTION:

Begin at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 18 South, Range 31 East, Volusia County, Florida; thence run North 01° 15'35" West 2262.68 feet to the Southerly Right-of-Way line of State Road 444; thence run Easterly along said Right-of-Way line 295.17 feet to the Point of Beginning; thence run North 88° 44'00" East 200 feet; thence run South 01° 16'00" East 1100 feet; thence run South 88° 44'00" West 200 feet; thence run North 01° 16'00" West 1100 feet to the Point of Beginning, LESS the Southerly 440 feet thereof.

EXHIBIT "A-3"
CONDOMINIUM SURVEY
SHEET 1 OF 2

GENERAL NOTES:

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED SOUTH RIGHT OF WAY LINE OF HOWLAND BOULEVARD BEING N88°44'00"E PER OFFICIAL RECORDS BOOK 5294, PAGE 4121, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
2. THE MAPPED FEATURES SHOWN HEREON ARE RELATIVE TO ASSUMED HORIZONTAL DATUM.
3. EXISTING IMPROVEMENTS ARE DEPICTED FOR INFORMATION PURPOSES ONLY.

SURVEYORS CERTIFICATE:

THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THIS SURVEY IS MADE IN ACCORDANCE WITH SECTION 718.104(4)(e), FLORIDA STATUTES. THIS SURVEY IS BEING USED TO CREATE A LAND ONLY CONDOMINIUM, NOT A BUILDING CONDOMINIUM NOR A LAND AND BUILDING CONDOMINIUM. THE SURVEY REFLECTS THREE UNITS, REFERRED TO AS UNIT 100, UNIT 200 AND UNIT 300. THIS SURVEY, TOGETHER WITH THE DECLARATION OF CONDOMINIUM, IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED, FROM WHICH ONE CAN DETERMINE THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE THREE UNITS OF THE SAID LAND ONLY CONDOMINIUM. THE SURVEY SHOWS NO COMMON ELEMENTS OR COMMON AREAS, AS ALL PORTIONS OF THE LAND ARE INCLUDED IN THE UNITS AND JOINT USE IS ADDRESSED BY EASEMENTS STATED IN THE DECLARATION OF CONDOMINIUM.

Digitally signed by James D Bray
 DN: cn=James D Bray c=US o=Unaffiliated
 ou=A01427D000001667EAAAC3E30000179
 3
 Date: 2021-02-23 12:54-05:00



JAMES D. BRAY, PSM 6507

DATED

SITE ADDRESS:

3151 HOWLAND BOULEVARD
 DELTONA, FL 32725

Job Information

CF NO. VLS-CONDO

FIELD DATE: 1/18/2021

SCALE: 1" = 100'

DRAWN BY: SAH

Revisions

Date:	Description

Altamax Surveying

910 Belle Avenue, Suite 1100
 Casselberry, FL 32708
 Phone: 407-677-0200
 Licensed Business No. 7833
 www.altamaxsurveying.com

3151 HOWLAND BOULEVARD CONDOMINIUM, A LAND ONLY CONDOMINIUM

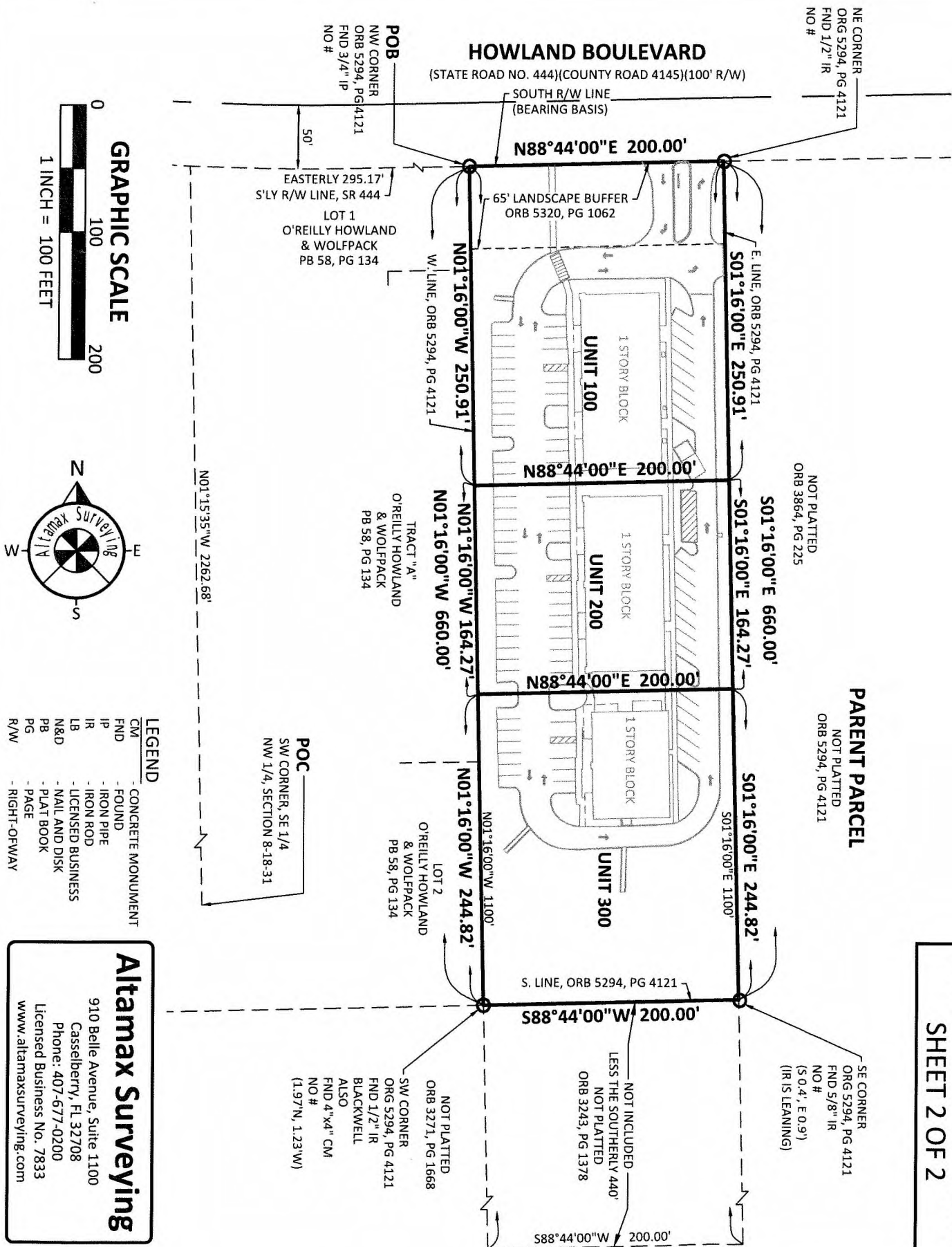


EXHIBIT "A-3"
CONDOMINIUM SURVEY
SHEET 2 OF 2

EXHIBIT “B” Schedule of Percentage of Interest

All Units are Deemed to be equal; thus each Unit has a 1/3 Interest in all aspects, including allocation of expenses and voting rights.

EXHIBIT "C"

TO

DECLARATION OF CONDOMINIUM

OF

3151 HOWLAND BOULEVARD CONDOMINIUM,

A CONDOMINIUM

ARTICLES OF INCORPORATION

(((H21000357599 3)))

**ARTICLES OF INCORPORATION
OF
3151 HOWLAND BOULEVARD CONDOMINIUM ASSOCIATION, INC.
(A Florida Not For Profit Corporation)**

**ARTICLE I
NAME**

The name of this corporation is **3151 HOWLAND BOULEVARD CONDOMINIUM ASSOCIATION, INC.** The principal office address of the corporation shall be 3151 Howland Boulevard, Unit 200, Deltona, FL 32725. For convenience, the corporation shall be referred to in this instrument as the "Association", these articles of incorporation as the "Articles" and the bylaws of the association as the "Bylaws".

**ARTICLE II
PURPOSE**

This association is organized for the purpose of providing an entity under the Florida Condominium Act ("Act") for the operation of a land condominium, as defined in the Act, located in Volusia County, Florida, and known as **3151 HOWLAND BOULEVARD CONDOMINIUM**, a Condominium ("Condominium"), created pursuant to the Declaration of Condominium ("Declaration"). To accomplish the foregoing, the corporation shall have all corporate powers permitted under Florida law. The terms "Condominium" and "Declaration" refer to all condominiums and declarations contemplated herein, as applicable.

In the operation of the Condominium, the Association will be the agent of the Owners of Units in the Condominium ("Owners"). In the Articles of Incorporation, the term "Owner" may mean Land Unit Owner or Building Unit Owner, as the context permits or requires, and as those terms are defined in the Declaration. A copy of these Articles is attached as Exhibit B to the Declaration. The definitions set forth in the Declaration apply to the terms and provisions of these Article of Incorporation.

**ARTICLE III
POWERS**

The powers of the Association include and are governed by the following provisions:

A. The Association has all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these articles.

B. The Association has all of the powers, authority, rights and duties set forth in the Act, except as altered, as permitted in the Act, by these Articles, the Bylaws and the Declaration, and all of the powers and duties reasonably necessary to manage, maintain, operate and administer the Condominium pursuant to the Declaration as it may be amended from time to time, including, but not limited to, the following:

1. To levy and collect Assessments against members as Owners to defray the costs, expenses and losses of the Condominium, including adequate assessments for the costs of maintenance and operation of the surface water or stormwater management system, if any.

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2. To use the proceeds of Assessments in the exercise of its power and duties.
3. To maintain, repair, replace, manage and operate the Condominium Property, including the right of access to each Unit in the Condominium during reasonable hours as may be necessary for maintenance, repair or replacement of any Common Elements located in or accessible from the Unit, and the right of access to each Unit at any time as may be necessary to make emergency repairs to prevent damage to the Common Elements or other Units.
4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.
5. To reconstruct after casualty and to further improve the Condominium Property.
6. To make and amend reasonable rules and regulations respecting the use of the Condominium Property.
7. To approve or disapprove the lease of Units as provided by the Declaration of Condominium and Bylaws of the Association.
8. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Rules and Regulations for use of the Condominium Property.
9. To contract for the management of the Condominium and to delegate to such manager all or any part of powers and duties of the association, except where the Declaration or law specifically prohibits the delegation of those powers or duties.
10. To employ personnel to perform the services required to maintain proper operation of the Condominium.
11. To sue or be sued with respect to the exercise or non-exercise of its powers.
12. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration or the Condominium Act.
13. To grant easements in the Common Elements for access to the Condominium Property to those providing service to the Common Elements or to the Units, and to grant utility and other public easements to utility companies, governmental agencies, and other public companies which serve the Condominium Property.
14. To take all necessary action to comply with all ordinances, lawful regulations or other requirements of the City of Daytona Beach and any other governmental entity having jurisdiction over the Property.
15. To take all necessary action to maintain, operate and repair the Storm Water Management System, as more particularly defined and described in the Bylaws of the Association and the Declaration of Condominium, in accordance with the requirements of the St. Johns River Water Management District.

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(((H21000357599 3)))

C. The Association has the power to purchase Units, and such other property (wherever situated) as may be approved by two-thirds ($\frac{2}{3}$) of the Voting Interests as defined in the Land Condominium Declaration, in accordance with the provisions of said Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV **MEMBERS**

A. The membership of the Association consists of the Record Owners of Units in the Condominium. If the Condominium is terminated, the Association will consist of those persons who are members at the time of such termination and their heirs, legal representatives, successors and assigns.

B. Change of membership in the Association will be established by the recording in the Public Records of Volusia County, Florida, a deed or other instrument establishing the record title to a Unit. The Unit Owner designated by such instrument thus becomes a member of the Association, and the membership of the prior owner is terminated.

C. The share of a member in the funds and assets of the Association cannot be sold, assigned, hypothecated or transferred in any manner, except as an appurtenance to Owner's Unit.

D. In all elections of the Association a member will be entitled to the number of votes set forth in the Declaration. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V **TERM**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Department of State, Tallahassee, Florida. The Association shall exist in perpetuity, unless the Condominium is terminated pursuant to the provisions of its Declaration, and in the event of such termination, the Corporation shall be dissolved in accordance with the law. Safeguards required by the St. Johns River Water Management District in the case of dissolution are contained within the Bylaws of the Association.

ARTICLE VI **INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of this corporation is: 3151 Howland Blvd., Suite 200, Deltona, FL 32725, and the name of the initial registered agent of this corporation at that address is Boris Diaz.

ARTICLE VII **DIRECTORS**

The affairs of the corporation shall be managed and governed by a Board of Directors composed of not fewer than three (3) nor more than five (5), as determined by the directors from time to time. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one year or until their successors shall be elected and shall qualify. Provisions for such election, and provisions for the removal, disqualification and resignation of Directors and for filling vacancies on the Board of Directors, shall be established by the Bylaws.

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The principal officers of the corporation shall be the President, Vice-President, Secretary and Treasurer who shall be elected from time to time and in the manner set forth in the Bylaws. The positions of Secretary and Treasurer may be combined and held by one person.

ARTICLE VIII
FIRST BOARD OF DIRECTORS

The number of persons constituting the first Board of Directors shall be three and their names and addresses are as follows:

<u>Name</u>	<u>Address</u>
DAVID YOON	1180 W. Granada Blvd., Suite B, Ormond Beach, FL 32174
FLORENCE YOON	1180 W. Granada Blvd., Suite B, Ormond Beach, FL 32174
BORIS DIAZ	3151 Howland Blvd., Suite 200 Deltona, FL 32725

The directors shall be elected pursuant to the Bylaws.

ARTICLE IX
OFFICERS

The affairs of the Association shall be managed by the Officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association. The names and addresses of the officers who shall serve until the first election are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
The affairs of the Association shall be managed by the Officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association. The names and addresses of the officers who shall serve until the first election are as follows:		

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	BORIS DIAZ	3151 Howland Blvd., Suite 200 Deltona, FL 32725
Vice President	FLORENCE YOON	1180 W. Granada Blvd., Suite B, Ormond Beach, FL 32174
Secretary/ Treasurer	DAVID YOON	1180 W. Granada Blvd., Suite B, Ormond Beach, FL 32174

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REGISTERED AGENT DESIGNATION

Having been named as Registered Agent to accept service of process for the above stated corporation, at the place designated in these articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



A handwritten signature in black ink, appearing to read 'Boris Diaz', is written over a horizontal line. The signature is stylized with a large 'B' and 'D'.

Boris Diaz

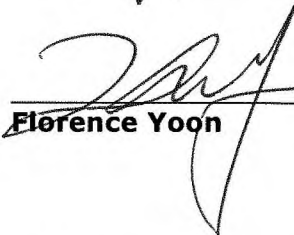
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**ARTICLE X
INCORPORATOR**

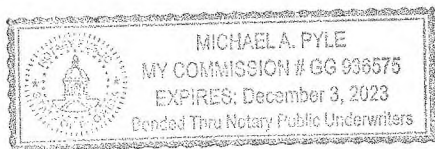
The name and address of the incorporator to these articles is Florence Yoon.

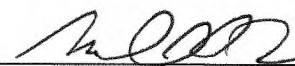
IN WITNESS WHEREOF the undersigned authorized representative has executed these articles of incorporation on this 17 day of Sept, 2021.


 Florence Yoon (SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ on-line notarization this 17 day of September, 2021, by Florence Yoon, who ☐ produced a drive license issued by Florida or ☒ is personally known to me and who did not take an oath.




 Notary Public

Printed Name
State of Florida at Large.
My Commission expires:

(((H21000357599 3)))

State of Florida

Department of State

I certify from the records of this office that 3151 HOWLAND BOULEVARD CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on September 23, 2021.

The document number of this corporation is N [REDACTED]

I further certify that said corporation has paid all fees due this office through December 31, 2021 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of October, 2021*



[Signature]
Secretary of State

Tracking Number: [REDACTED] U

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

EXHIBIT "D"

TO

DECLARATION OF CONDOMINIUM

OF

3151 HOWLAND BOULEVARD CONDOMINIUM,

A CONDOMINIUM

BYLAWS

BYLAWS OF THE ASSOCIATION FOR 3151 HOWLAND BOULEVARD CONDOMINIUM ASSOCIATION, INC.

A Corporation Not-For-Profit
Under the Laws of the State of Florida

ARTICLE 1.0 NAME, OFFICE, YEAR AND SEAL

1.1 Identity. These are the Bylaws of **3151 HOWLAND BOULEVARD CONDOMINIUM ASSOCIATION, INC.** ("Association"), a corporation not-for-profit, organized under the laws of the State of Florida. The purpose of the Association is to administer and manage a condominium pursuant to Chapter 718, Florida Statutes ("the Act"), known as **3151 HOWLAND BOULEVARD CONDOMINIUM**, A CONDOMINIUM ("Condominium"). The Condominium is located in Volusia County, Florida, as described in the Declaration of Condominium. The definitions set forth in the Declaration shall apply to the terms and provisions of these Bylaws. The existence of the Association shall commence with the filing of these Articles of Declaration of Condominium with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

3151 HOWLAND BOULEVARD CONDOMINIUM is a land condominium created pursuant to a Declaration of Condominium.

In the operation of the Condominium, the Association will be the agent of the Owners of Units in the entire Condominium project ("Owners"). A copy of these Bylaws shall be attached as Exhibit D to the Declaration. The definitions set forth in the Declaration apply to the terms and provisions of these Bylaws.

1.2 Office. The office of the Association shall be at: 1180 W. Granada Blvd., Suite B, Ormond Beach, Florida, 32174.

1.3 Fiscal Year. The fiscal year of the Association shall be the year ending December 31st.

1.4 Seal. 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.

1.5 Board. The terms "Board" or "Board of Directors" have the same meaning, and are also synonymous with the term "Board of Administration" as used in the Condominium Act.

ARTICLE 2.0
MEMBERS; MEETINGS AND VOTING

2.1 Roster of Members. The Association shall maintain a roster of the names and mailing addresses of the Owners of Units, which shall constitute a roster of Members, as their interests are described in the applicable Declaration or Declarations. Wherever used in these Bylaws, the Articles of Incorporation, or the Declaration, the terms "Unit Owner" and "Members" are synonymous. Each co-Owner of a Unit is a Member of the Association, but in voting and in the establishing of a quorum, only one can be designated as the Designated Voter for the Unit. The roster shall be maintained from evidence of ownership of a Condominium Unit furnished to the Association from time to time from Members and prospective Members to establish membership, except that in event of any dispute, membership shall be in the person or persons appearing in the public record as the Owner or Owners of Units in the Condominium.

2.2 Annual Meeting. The Annual Members' Meeting will be held on the third Tuesday of March of each year, or such other date and at such time and place in Volusia County, Florida, as the President or a majority of the Board of Directors shall determine; provided, however, that such day will not be a legal holiday. The purpose of the meeting shall be to elect Directors and to transact any other authorized business. If the date, however, for the first Annual Meeting of Members after the Developer turns over control of the Association to the Owners other than the Developer is less than six (6) months after such turn over election, then the Directors elected at such meeting shall continue to serve, and no Annual Meeting for that year need be held.

2.3 Special Members' Meetings. Special Members' Meetings may be called by the President or by a majority of the Board of Directors, and must be called by those officers upon receipt of written request from ten percent (10%) or more of the Members of the Association. The business conducted at a Special Meeting shall be limited to that stated in the Notice of the meeting.

2.4 Notice of Members' Meetings. Notice of all Member's Meetings, stating date, time and place, and an identification of agenda items for which the meeting is called, shall be given by, or at the direction of the Secretary, or in the absence of the Secretary, the Officer calling the meeting. A copy of the Notice shall be posted at the designated location upon the Condominium Property, and a copy shall be delivered in person or mailed to each Member, except Members who waive the Notice in writing. Such delivery shall be to the address of the Member as it appears on the Roster of Members. In the case where more than one person owns a Unit, Notice shall be sufficient if sent to any one such Owner, unless a co-Owner has previously requested in writing by certified mail that separate Notice be sent to each such Owner. The Meeting Notice shall be posted at least fourteen (14) continuous days preceding the Annual Meeting, and the Meeting Notice shall be mailed not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. If an emergency exists, the time for a Special Meeting may be shortened so that three (3) days notice is given to Members. Proof of posting and delivery or mailing of Notice shall be further given by the affidavit of the person serving the Notice. A copy of the Notice of Meeting, together with the proof of mailing and affidavit shall be kept in the minute book of the Association. Notice of a meeting may be waived before or after the meeting, if the waiver is in writing. Attendance at the meeting or submission of a proxy without objection to any defect in Notice will constitute a waiver of notice.

2.5 Quorum. A quorum at the Members' Meetings shall consist of persons entitled to cast fifty percent (50%) of the Voting Interests of the entire membership. A Member may be present in person or by limited or general proxy. If a quorum is not present, then the meeting shall be adjourned, as further set forth in Section 2.8 below. At the adjourned meeting, or subsequent adjourned meetings, the presence (in person or by limited or general proxy) of thirty-five percent (35%) of the Members shall constitute a quorum. After a quorum has been established at a Members' Meeting, the subsequent withdrawal of Members, so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting at which a quorum is present. The actions approved by a majority of votes cast at a meeting at which a quorum has been present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the Act.

2.6 Voting

A. In any meeting of the Members, each Owner of a Unit will be entitled to cast a vote based upon equal ownership applicable to the Owner's ownership, as provided in the Declaration of Condominium. That is, each Unit has one vote.

B. If a Unit is owned by more than one individual, a Voting Member Certificate, signed by each co-Owner, shall be filed with the Secretary of the Association designating the voter for the Unit. Such voter shall be known as the "Voting Member".

C. If a Unit is owned by a partnership, corporation, company, firm, trust or estate, such entity shall name a "Voting Member" in a Certificate or limited or general proxy ("Voting Member Certificate") signed by the President or any Vice President, a general partner, a member, all trustees or all personal representatives of the partnership, corporation, company, firm, trust or estate, respectively, and filed with the Secretary of the Association.

D. Voting Member Certificates shall be valid until revoked by any person signing them, or any person holding the same office as the person originally signing the Certificate, until superseded by a subsequent Certificate, or until the Unit is conveyed. If a Certificate, limited proxy, or general proxy is not on file for any of the entities listed in Paragraph C of Section 2.6, the vote of the Owners shall not be considered in determining whether a quorum is present, nor counted in any election or other vote.

2.7 Limited or General Proxies. Votes may be cast in person or by limited proxy or by general proxy. A limited or general proxy may be made by any person entitled to vote, and shall be valid for only the specific meeting for which the limited or general proxy was originally given, and any lawfully adjourned meeting thereof. In no event will any limited or general proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

A. Limited Proxies shall be used for votes taken to waive or reduce the reserve accounts for capital expenditures and deferred maintenance; for votes taken to waive the financial statement requirements of Section 718.111(14) of the Act; for votes taken to amend the Declaration pursuant to Section 718.110 of the Act; for votes to amend the Articles of Incorporation and Bylaws, and for any other matter for which Chapter 718 requires limited proxies or permits a vote of the Unit Owners.

B. General Proxies may be used in voting for non-substantive changes to items for which a limited proxy is required and given.

C. No Proxy, limited or general, shall be used for the election of Board Members.

If a limited or general proxy is given by a corporation, partnership, company, firm, trust or estate, it must be signed by the Voting Member an authorized representative of that entity, so that the entity will be bound by the vote in the limited or general proxy. A limited or general proxy must be in writing and filed with the Secretary at the time of or before a meeting, or before the time to which the meeting is adjourned. The signature of a Member on any limited or general proxy may be accomplished by electronic transmission such as fax or e-mail, and may be printed, stamped, initialed or written so long as it is intended by the Member to be his or her signature. A limited or general proxy may be held by any natural person, whether or not a Unit Owner.

2.8 Adjournment. The Members entitled to vote who are present in person or by limited or general proxy at any Meeting of Members, whether or not a quorum shall be present at the meeting, shall have power by a majority vote to adjourn the meeting from time to time without notice, other than announcement at that meeting of the time and place to which the meeting is adjourned, except that notice shall be posted at the designated specific location on the Condominium Property. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted on the original date of the meeting, and the Members entitled to vote at the meeting on the original date (whether or not they were then present), and no others, shall be entitled to vote at such adjourned meeting.

2.9 Order of Business. The order of business and the conduct of business at Annual Members' Meetings and other Members' Meetings shall be determined by the Chairman of the Meeting, whose decision shall be final. The Chairman of the meeting will be the President of the Association. If the President is absent, then the first present of the following shall be chairman: Vice President(s), Secretary or Treasurer. The following order of business is suggested for the Annual Members' Meeting, but is NOT mandatory:

- (a) Call to order by the President
- (b) Recognition of Chairman of the Meeting
- (c) Calling of the roll and certifying of limited or general proxies
- (d) Proof of Notice of Meeting or Waiver of Notice
- (e) Reading and disposal of any unapproved minutes
- (f) Reports of Officers
- (g) Reports of Committees
- (h) Election of inspectors of election
- (i) Determination of number of Directors
- (j) Election of Directors

(k) Unfinished business

(l) New business

(m) Adjournment

2.10 Minutes. Minutes of all meetings shall be kept in a book available for inspection by Members or their authorized representative, and Board Members at any reasonable time. These minutes shall be retained for a period of not less than seven (7) years.

2.11 Inspection. Each Unit Owner, his or her authorized representative and Approved Mortgagees shall have the right to inspect and to make copies (for a charge) of all records, minutes, books, insurance policies and other papers of the Association during reasonable business hours as determined by the Board.

ARTICLE 3.0 DIRECTORS

3.1 Membership. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors. The exact number shall be determined by the Board of Directors at least forty-five (45) days prior to the date of the meeting at which Directors will be elected, subject to the provisions of these Bylaws. Members may override the determination of the number of Directors, by following the procedure set forth below.

3.2 Election of Directors. Elections of Directors shall be conducted in the following manner:

A. The elections shall be held at the Annual Members' Meeting, except that the Developer shall have the right to appoint and remove its Directors at any time.

B. Not less than thirty (30) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association not less than ten (10) days before a scheduled election.

C. The election shall be by written ballot or voting machine, and by a plurality of the votes cast, each person voting being entitled to cast as many votes as there are vacancies to be filled. There shall be no cumulative voting, so each vote must be cast for a different nominee. Ballots can be delivered at or prior to the meeting even if the party casting the ballot does not attend the meeting.

D. There shall be no quorum requirements or minimum number of votes necessary for election of the Members of the Board of Directors. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballot improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for reasons of blindness, disability, or inability to read or write, may obtain assistance in casting.

E. When sales by Developer have been closed and titled out on 90% of the total Units, the Association shall call a special meeting of the owners within Seventy-five (75) days, giving not less than Sixty (60) days notice of such meeting, and at such meeting the Unit

Owners other than the Developer shall be entitled to elect, in accordance with these Bylaws, all the directors, and a formal transfer of the management of the Association shall be made.

3.3 Vacancies. Except as to vacancies resulting from the removal of Directors by the Members, vacancies in the Board of Directors occurring between Annual Meetings of Members shall be filled by the remaining Directors.

3.4 Recall and Removal.

A. Recall and removal of any Director elected may be accomplished by the Members with or without cause if a majority of the votes of the entire membership at a Special Meeting expressly called for that purpose vote to remove such Director. Such a recall election may include the recall of the entire Board. The vacancy in the Board of Directors so created shall be filled by the Members of the Association at the same meeting. The Special Meeting for this purpose may be called by at least ten percent (10%) of the Members giving notice of the meeting as required in Section 2.4 above, and the notice shall specifically state the purpose of the meeting.

B. Notwithstanding the foregoing paragraph, until a majority of Directors are elected by the Members other than the Developer, however, neither the first Directors of the Association, nor any Directors replacing them ("Developer Appointed Directors"), shall be subject to the recall provisions set forth above. The Developer Appointed Directors may be removed with or without cause by the Developer.

3.5 Resignation. Any Director of the corporation may resign at any time by giving a written notice of his or her resignation to the President, Vice President or Secretary. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.6 Term. The term of service of the Directors shall be as follows:

A. During the time that the Developer appoints any Member to the Board of Directors, the Board shall consist of three (3) Directors who shall each serve for a term of one (1) year and who shall be eligible for reappointment or re-election.

B. At the First Annual Meeting of the Members of the Association after the Developer no longer has the right to appoint any Director, the Members shall elect three (3) Directors. The three (3) Directors shall serve for the following periods, the longest period being given to the Director receiving the most votes or as agreed upon among the Directors:

Director 1 - Three (3) years

Director 2 - Two (2) years

Director 3 - One (1) year

At the end of the initial term, each such Director position shall thereafter be for a term of three (3) years. Additional Director positions may be created from time to time as provided in Section 3.1. The terms of such newly-created Director positions shall be staggered so that no more than one third of Director positions expire in any one year than expires in any other year of the three year cycle.

C. If an additional Director is elected pursuant to the terms of Paragraph 3.2 F. above, the Director elected pursuant to that provision shall serve for One (1) year.

3.7 Organizational Meeting. The Organizational Meeting of a newly-elected Board of Directors may be held immediately following the Annual Members' Meeting without further notice than this provision, but in no event more than ten (10) days after the meeting at which such Directors were elected. No further notice of the Organizational Meeting shall be necessary, if it takes place immediately following the Annual Members' Meeting.

3.8 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Regular meetings shall be those meetings called for a particular date or a particular written day in the month (such as, the third Tuesday of each month) and shall be scheduled at least one meeting in advance. Notice of regular meetings shall be given to each Director, personally, by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. A notice of regular meetings, which shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property for at least forty-eight (48) continuous hours preceding the meeting, to the attention of the Members of the Association, except in an emergency. However, written notice of any meeting at which non-emergency Special Assessments, or which Amendments to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary and filed among the Official Records of the Association. Upon Notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all Notices of Board Meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Notice of the Meeting shall be given personally or by mail, telephone or electronic transmission, which Notice shall state the time and place of the Meeting, and shall incorporate an identification of agenda items, and shall be transmitted not less than forty-eight (48) hours prior to the Meeting. The action taken at such Special Meeting shall be limited to action on the purposes for such meeting listed in said Notice. Notice of a Special Meeting shall also be posted conspicuously on the Condominium Property for forty-eight (48) hours in advance. In an emergency situation, a meeting may be held without compliance with the above notice provisions, provided that any action taken at an emergency meeting may be modified at a Special Meeting called as required in this Section within four (4) days of such emergency meeting.

3.10 Waiver of Notice. Any Director may waive notice of a meeting or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance of a Director at a meeting shall constitute waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, any objection to the transaction of business because the meeting was not lawfully called or convened.

3.11 Quorum. A quorum at meetings of the Board of Directors shall consist of a majority of the entire Board. Once a quorum has been established, business may be conducted at such meeting even if the subsequent withdrawal of Directors reduces the number of Directors present at the meeting below the number required for a quorum, and shall not affect the validity of any action

taken at the meeting or any adjournment thereof. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Act.

3.12 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.13 Joinder in Minutes. The joinder in the signing of the Minutes by any Director shall constitute the joinder and approval of that Director of the action taken by the Board at such meeting even though the Director was absent from such meeting.

3.14 Presiding Officer. The presiding officer of Directors' Meetings shall be the President. In the absence of the President, a Vice President, in order of seniority shall preside. In the absence of the President, and all the Vice Presidents, the Directors present shall designate one of their number to preside.

3.15 Order of Business. The order of business and rules of conduct at meetings shall be determined solely by the Presiding Officer. As a suggested order, but NOT as a requirement, the order of business may be as follows:

- (a) Calling of roll
- (b) Proof of due Notice of Meeting
- (c) Reading and disposal of any unapproved Minutes
- (d) Reports of Officers and Committees
- (e) Election of Officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

3.16 Action without a Meeting. Any action required or permitted to be taken by the Board or any Committee thereof may be taken without a meeting if all Members of the Board or the Committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the Members of the Board or Committee shall be filed with the Minutes of the proceedings of the Board or Committee.

3.17 Presence at Meeting by Telephone. Members of the Board of Directors or any Committee thereto may participate at such Board or Committee Meeting by means of a conference telephone or similar communication equipment allowing all persons participating in the Meeting to hear each other at the same time. Participating by telephone in a Meeting shall constitute presence in person at such Meeting.

3.18 Reimbursement of Director's Expenses. Directors shall receive no compensation for their services. Directors may be reimbursed for reasonable out-of-pocket expenses, subject to the guidelines established by the Board. Mileage or long distance phone calls because a Director is out of town and attends a meeting by phone is not reimbursable, unless the Board elects to reimburse such costs on a case-by-case basis.

3.19 Meetings. All meetings of the Board of Directors shall be open to all Members.

3.20 Minutes. Minutes of all Meetings shall be kept in a book available for inspection by Members or their authorized representatives and the Directors at any reasonable time. These Minutes shall be retained for a period of not less than seven (7) years.

3.21 Power and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised by the Board of Directors, and agents, contractors or employees, subject only to approval by Members when that is specifically required. The Directors are specifically given the power to promulgate and enact reasonable Rules and Regulations that supplement, but do not contradict any of the Condominium Documents as recorded in the public records.

ARTICLE 4.0 **COMMITTEES OF DIRECTORS**

4.1 Designation of Committees. The Board of Directors, by resolution or resolutions adopted by a majority of the entire Board, may designate from among its members an Executive Committee and other committees, each consisting of two or more Directors, and may designate one or more Directors as alternate members of any such committee. In the interim between Meetings of the Board of Directors, the Executive Committee shall have all the authority of the Board of Directors except as otherwise provided by law, the Articles or these Bylaws, and shall serve at the pleasure of the Board of Directors. Each other committee shall be given a name, shall have the number of Members, shall have the duties, and shall serve at the pleasure of the Board of Directors as may be provided in the resolution or President's Declaration.

4.2 Acts and Proceedings. All acts done, and power and authority conferred to the Executive Committee from time to time within the scope of its authority shall be considered the act and under the authority of the Board of Directors. The Executive Committee and each other committee shall keep regular minutes of its proceedings and report its actions to the Board of Directors when requested. Meetings of any committee at which a quorum of that committee are present shall be open to all Unit Owners.

4.3 Architectural Control Committee. The Board has the power to appoint at any time an Architectural Control Committee, whose duty it shall be to ascertain that all construction, alteration, painting, signage and any other item affecting the Condominium meets the aesthetic requirements of the Condominium, as well as all regulations of the Condominium, the City and County in which the condominium is located, and any other applicable authority.

ARTICLE 5.0 **OFFICERS**

5.1 Officers. The Officers of the Association shall be a President, who shall be a Director, one or more Vice Presidents, (election of vice presidents is optional), a Treasurer, a Secretary, all

of whom shall be elected annually by the Board of Directors, and each of whom may be removed at any meeting without prior notice by a concurrence of a majority of all of the Directors. A person may hold more than one office. No person shall sign an instrument, nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. During the period that the Developer controls the Board of Directors, the President or Vice President need not be a Unit Owner.

5.2 President. The President shall be the Chief Executive Officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of president of an association, including, but not limited to, the power to assist in the conduct of the affairs of the Association, as in his or her discretion are appropriate.

5.3 Vice President. The Vice President shall exercise the powers and perform the duties as specified by the President in the absence or disability of the President. The Vice President also shall assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors. The Vice President shall act as President during the President's absence and if there is more than one Vice President, the President may designate which Vice President is to act as President during the President's absence. If none is so designated, the Vice President with the greatest seniority will act as President.

5.4 Secretary. The Secretary shall keep the Minutes of all proceedings of the Board of Directors and the Members. The Secretary shall attend to or direct the serving of all notices to the Members and Directors, and other notices as required by law. The Secretary shall have custody of the Seal of the Association and shall affix it to instruments requiring a Seal when duly signed. The Secretary shall keep the records 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 Board of Directors or the President.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association, employing, with the approval of the Board, such accounting services as may be required in accordance with generally accepted accounting practices. The books of account, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable intervals. The Treasurer shall perform all other duties incident to the office of Treasurer.

5.6 Compensation. The compensation of the Officers shall be limited to out-of-pocket expenses. The compensation of employees of the Association shall be fixed by the Board of Directors. Nothing limiting the compensation of Officers shall preclude the Board of Directors from employing an Officer as an employee of the Association, nor preclude contracting with an Officer for the management of the Condominium.

ARTICLE 6.0 **FISCAL MANAGEMENT**

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 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate, all of which expenditures shall be

Common Expenses. Such accounts shall be maintained in accordance with these Bylaws and with generally accepted accounting principles.

6.2 Budget. The Board of Directors shall adopt a budget of Common Expenses for each calendar year ("Annual Budget") that shall include the estimated funds required to pay the Common Expenses:

The budget shall provide and maintain funds for the following:

- a. Administration of the Association, including salaries of Association employees.
- b. Professional and management fees and expenses.
- c. Building maintenance costs.
- d. Costs for recreational and other commonly used facilities (no rent is due; the Unit Owners own these facilities).
- e. Taxes upon Association property, if any.
- f. Security costs.
- g. Refuse collection and utility service expenses.
- h. Operating capital.
- i. Reserves - general.
- j. Reserves - depreciation/maintenance.
 - i) Roof replacement.
 - ii) Building painting.
 - iii) Pavement resurfacing.
 - iv) General reserves for capital repairs, replacements and improvements. (optional)
- k. Other expenses.

6.3 Allocation of Budget. The expenses of the Condominium shall be allocated to each Unit based on the square footage of each Unit.

6.4 Adopting the Budget.

A. A copy of a proposed Annual Budget and a Notice of Meeting shall be mailed to each Member at least thirty (30) days prior to the Meeting at which the Annual Budget will be subject to adoption, but Workshop Meetings may be held less than thirty (30) days after the giving of notice. The Notice of Meeting shall state the date, time and place of the Meeting of the Board of Directors at which the Annual Budget will be considered. Such Meeting shall be open to the Members.

B. If a Budget is adopted by the Board of Directors which requires Members of a Condominium to pay an Assessment of more than one hundred fifteen percent (115%) of the

Assessment for the preceding year, then upon written request of ten percent (10%) of the Members, a Special Meeting of the Members shall be held. Such Special Meeting shall take place within thirty (30) days of the date on which the request for same is received by the Board, but the Board must give at least ten (10) days written Notice of such Special Meeting to the Members.

C. The Members may either ratify the Budget adopted by the Board or may adopt a different Budget agreed upon at such Meeting. Either Budget, however, shall only be adopted if a majority of all outstanding votes of the Association are cast in favor of that Budget. Additional requirements are set forth in Section 5.4, Paragraph F for the period in which the Developer has control.

D. In lieu of adopting a Budget on its own, the Board may propose a Budget to the Members in writing, and if such Budget is approved by the Members at a Meeting of Members called for the adoption of a Budget, such Budget shall not thereafter be reexamined by the Members in the manner hereinabove set forth.

E. Under the terms of this Section, in determining whether an Assessment exceeds one hundred fifteen percent (115%) of similar Assessments in the immediately prior year, reasonable reserves made by the Board of Directors for repair or replacement of the Condominium Property, expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and any Assessment for improvements to the Condominium Property shall be excluded from the computation.

F. For so long as the Developer is in control of the Board of Directors, the Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of a majority of all Members other than the Developer.

6.5 Assessments.

A. Annual Assessments against the Members for their share of the items in the Budget shall be approved by the Board of Directors for the fiscal year at least thirty (30) days prior to the beginning of such fiscal year. Failure to timely approve such Assessments, however, shall not affect the validity of the Assessments when determined and made.

B. If Assessments are not adopted annually as required, periodic Assessments shall continue to be required in the same amount as have been last previously approved by the Board. Assessments in this amount shall be due on the first day of each new Assessment period until changed by the adoption of an updated Budget setting forth the new Assessment.

C. If the current Assessment level is determined to be insufficient to pay expenses, the Board may at any time adopt an Amended Budget following the procedures established for adoption of the Annual Budget. Such Amended Budget will also be subject to ratification by the Members as provided in Section 6.4, Paragraphs B and C.

6.6 Special Assessments for Emergencies. Special Assessments that cannot be paid from the Annual Assessment for Common Expenses shall be made only after notice of the need for such is given to the Owners of Units concerned. After such Notice and upon approval in writing by persons entitled to cast more than one-half ($\frac{1}{2}$) of the votes of the Unit Owners concerned, the Assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors may require in the Notice of Assessment. No Assessment shall require the Developer to pay for capital expenditures or for reserves in excess of those required by law.

6.7 Special Assessments for Substantial Violations. If any Member violates, or permits violation by any Member or his or her licensee or invitee, of the Rules and Regulations set forth in the Condominium Documents or in the Declaration of Condominium that causes an expense to the Association, endangers persons or property, causes injury to persons or damage to property, or creates a nuisance, then that Member shall become subject to a Special Assessment. Such Special Assessment shall, however, only be imposed by the Board of Directors upon the affirmative vote of at least two-thirds (2/3) of all Directors after a hearing or "Waiver of Hearing". Upon the motion of any Director, a Notice of Proposed Special Assessment shall be sent to the Member accused of such violation. Such member shall have ten (10) days from actual receipt of such Notice to request a hearing in writing, and mail such request to the Secretary. Failure to request a hearing within the time specified shall constitute a Waiver of such right to a hearing. If requested, the hearing shall be held by the Board within thirty (30) days of receipt by the Secretary of such written request. If the Board finds that such violation has taken place, it may, in its discretion, impose a Special Assessment equal to the cost of the Association to repair property damage, to abate such violation or nuisance and to prevent its further occurrence, including a reasonable Administration Fee (not to exceed One Hundred Dollars (\$100.00)) payable to the Association. However, a Special Assessment may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such Special Assessment shall in the aggregate exceed One Thousand Dollars (\$1,000.00).

6.8 Depository. The depository of the Association shall be such bank, savings and loan association and/or national brokerage house as shall be designated from time to time by the Board, and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be only by checks or orders signed by such persons as are authorized by the Board. Subject to the then current provisions of the Condominium Act, the Board shall further have the power to make prudent investments of the Association's funds in treasury bills, money market certificates and shares, certificates of deposit, savings accounts, stock or securities traded on the New York Stock Exchange, or similar investments.

6.9 Accounting Records. The Association shall maintain accounting records for the Condominium according to generally accepted accounting practices. The records shall be open to inspection by the Members, Approved Mortgagees and their authorized representatives at reasonable times and upon reasonable notice. Reasonable notice shall be deemed given in all cases where a request to inspect is received two (2) working days prior to the day of the requested inspection. A Member shall have the right to enforce the right to inspect. Either party shall have the right to attorneys' fees if said party prevails in a court dispute over inspection rights. The records shall include, but are not limited to:

A. A record of all receipts and expenditures; and

B. An Account for each Unit designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessment come due, the amount paid upon the Account, and the balance due.

6.10 Non-Payment. If any assessment is not paid when due, the Association has the power to enforce payment, and to be reimbursed its costs and attorneys fees in enforcing such payment. The Owner of the Unit at the time of such non-payment shall be liable for payment of same. The Association shall have a right to impose a lien upon a Unit for such unpaid assessment, together with all costs of collection. Such lien shall be subordinate to the lien of any Approved Mortgagee, but as to all other mortgages and liens, shall have priority as of the filing of the lien in the public records. A lien shall remain valid upon conveyance or sale of a Unit. A lien may be foreclosed as permitted by law.

ARTICLE 7.0
CONDUCT OF MEETINGS

The Chairman or Presiding Officer shall in his or her sole discretion determine the rules of order and procedure to be followed in the Conduct of Meetings. His or her decision shall be final. If the Chairman or Presiding Officer so elects, Roberts' Rules of Order may govern the Conduct of Association Meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, these Bylaws, the laws of Florida or any special rules established by such Chairman or Presiding Officer.

ARTICLE 8.0
INDEMNIFICATION

8.1 General.

A. The Association may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by, or in the right of, the Corporation) by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association, against expenses (including attorneys' fees), judgments, fines, amounts paid in settlement actually and reasonably incurred by said person in connection with such action, suit or proceeding, including any appeal thereof, if he or she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe that the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not create, of itself, a presumption that said person did not act in good faith or in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Association, or with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

B. The Association shall have power to indemnify any person who has been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, but only to the extent that the court where such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which that court shall deem proper.

8.2 Expenses. To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.1, or in any or defense of any claim, issue or matter therein, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred in connection therewith.

8.3 Standard of Conduct. Any indemnification shall be made hereunder, unless pursuant to a determination by a court, only if a determination is made that indemnification of the Director, Officer, employee or agent is proper under the circumstances because such person has met the applicable Standard of Conduct set forth in Section 7.1. Such determination shall be made either (1) by the Board of Directors, by a majority vote of a quorum consisting of Members who were not parties to such action, suit or proceeding, or (2) by the Members by a majority vote of a quorum consisting of Members who were not parties to such action, suit or proceedings.

8.4 Advance Expenses. Expenses incurred in defending any action, suit or proceeding may be paid in advance of the final disposition of such action, suit or proceeding, as authorized in the manner provided in Section 7.3, upon receipt of any undertaking by or on behalf of the Director,

Officer, employee or agent 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.

8.5 Benefit. The indemnification provided by this Article shall be in addition to the indemnification rights provided pursuant to Chapter 607 of the Act, and shall not be deemed exclusive of any other right to which any person seeking indemnification may be entitled under any Bylaw, Agreement, Vote of Members or disinterested Directors, or otherwise, both as to action in such person's official capacity, and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Corporation, and shall inure to the benefit of the heirs and personal representatives of such a person.

8.6 Insurance. The Association has the right to purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association against liability asserted against him 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.

8.7 Survival. Upon the death of any person having a right to indemnification under this Article, such right shall inure to the person's heirs and personal representatives. In addition, such heirs and personal representatives shall be entitled to indemnification under the terms of this Article, against all expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) imposed upon or reasonably incurred by said person in connection with any claim, action, suit or proceeding described in the foregoing Section 7.1 on account of such deceased person, to the extent that the deceased person would have been entitled to indemnification under this Section.

ARTICLE 9.0 AMENDMENTS

Except as elsewhere provided, these Bylaws may be amended in the following manner:

9.1 Notice. Notice of the subject matter of a proposed Amendment shall be included in the Notice of any meeting at which a proposed Amendment is considered.

9.2 Resolution. A resolution adopting a proposed Amendment may be proposed by either the Board or by the Members of the Association. Except as elsewhere provided, the approvals must be by not less than a majority of the entire membership of the Board, and not less than a seventy five percent (75%) of Voting Interests of Owners.

9.3 Text of Amendment. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words to be inserted in the text shall be underlined and words to be deleted shall be stricken through. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed Amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed Amendment in substantially the following language:

"Substantial rewording or omissions in the Bylaw Amendment process shall not invalidate an otherwise properly promulgated Amendment".

9.4 Execution and Recording. A copy of each Amendment shall be attached to a Certificate certifying that the Amendment was duly adopted as an Amendment of the Bylaws, which

Certificate shall be executed by the Officers of the Association with the formalities of a deed. The Amendment shall be effective when the Certificate and copy of the Amendment are executed.

ARTICLE X
PROVISIONS RELATED TO STORMWATER MANAGEMENT SYSTEM


10.1 Operation by Association. The Association shall operate, maintain and manage the surface water or stormwater management system(s), as defined in the Declaration of Condominium of the Land Condominium, in a manner consistent with any St. Johns River Water Management District permit, requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Condominium that relate to the surface water or stormwater management system, if any. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices that allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

10.2 Application of Assessments. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system, including but not limited to work within retention areas, drainage structures and drainage easements.

10.3 Amendment. Any amendment to these Bylaws that would alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

10.4 Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

THE FOREGOING were adopted as the Bylaws of the 3151 HOWLAND BOULEVARD CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the First Meeting of the Board of Directors on the 17 day of September, 2021.



David Yoon, Secretary

**CERTIFICATE OF AMENDMENT
OF DECLARATION OF CONDOMINIUM
OF
3151 HOWLAND BOULEVARD CONDOMINIUM**

This Certificate of Amendment of 3151 HOWLAND BOULEVARD CONDOMINIUM is executed and delivered for recording in the Public Records pursuant to Article XXI of the Declaration of Condominium of 3151 Howland Boulevard Condominium, which Declaration was signed September 17, 2021, and recorded October 14, 2021 in Official Records Book 8136, Page 4725 et seq., of the Public Records of Volusia County, Florida.


The Amendment to the Declaration of Condominium of 3151 HOWLAND BOULEVARD CONDOMINIUM attached hereto was duly approved at a meeting of the Members and Board of Directors of the 3151 Howland Boulevard Condominium held on November 24, 2021.

IN WITNESS WHEREOF, AB & J, LLC, the Developer and sole Unit Owner, and 3151 Howland Boulevard Condominium Association, Inc., by its President and Secretary of, executed this Certificate of Amendment and the Amendment this 24 day of November, 2021.

Signed, sealed and delivered
in the presence of:

Sole Unit Owner:

AB & J, LLC

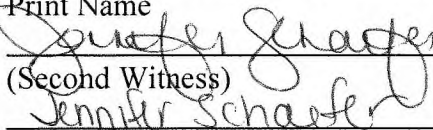


David K. Yoon, Managing Member



(First Witness)

Print Name




(Second Witness)

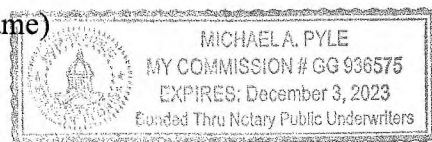
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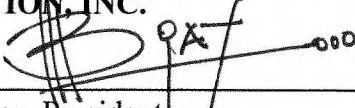
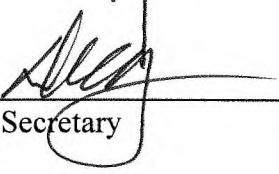
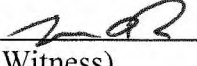
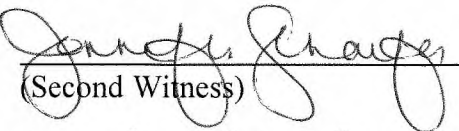
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of November, 2021, by David K. Yoon, Managing Member of AB & J, LLC, and individually, by means of ☒ physical presence ☐ online notarization, who ☒ is personally known to me, ☐ has produced a Florida Driver License or ☐ has produced (other) _____ as identification.


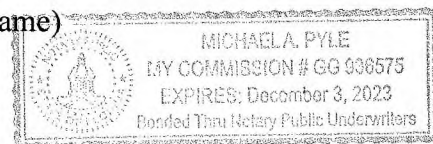


Notary Public
(typed or printed name)




**3151 HOWLAND BOULEVARD CONDOMINIUM
ASSOCIATION, INC.**By: 
Boris Diaz, PresidentBy: 
David Yoon, Secretary
(First Witness)Michael A. Pyle
Print Name:
(Second Witness)Jennifer Schaefer
Print NameSTATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of November, 2021, by David Yoon, Secretary of 3151 Howland Boulevard Association, Inc. and individually, by means of ☒ physical presence ☐ online notarization, who ☒ is personally known to me, ☒ has produced a Florida Driver License or ☐ has produced (other) _____ as identification.


Notary Public
(typed or printed name)STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of November, 2021, by Boris Diaz, President of 3151 Howland Boulevard Association, Inc. and individually, by means of ☒ physical presence ☐ online notarization, who ☒ is personally known to me, ☒ has produced a Florida Driver License or ☐ has produced (other) _____ as identification.


Notary Public
(typed or printed name)

**AMENDMENT
OF DECLARATION OF CONDOMINIUM
OF
3151 HOWLAND BOULEVARD CONDOMINIUM**

Pursuant to Article XXI of the Declaration of Condominium of 3151 HOWLAND BOULEVARD CONDOMINIUM, signed September 17, 2021, and recorded October 14, 2021 in Official Records Book 8136, Page 4725 et seq., of the Public Records of Volusia County, Florida, the sole Member and the Association adopt the following Amendment to the Declaration of Condominium of 3151 Howland Boulevard Condominium.

WITNESSETH:

WHEREAS, the Declaration of Condominium of 3151 HOWLAND BOULEVARD CONDOMINIUM, signed September 17, 2021, and recorded October 14, 2021 in Official Records Book 8136, Page 4725 et seq., of the Public Records of Volusia County, Florida, states that the Declaration may be amended at any regular or special meeting of the Owners, duly called and noticed, with copies of proposed amendments submitted along with the Notice, and held in accordance with the Bylaws, by the affirmative vote of not less than a majority of the votes cast by the Owners at such meeting. And it has been determined that in this case 3151 Howland Boulevard Condominium Association, Inc., ("Association") should vote upon the amendments as well. All Amendments shall be recorded and certified as required by The Condominium Act; and,

WHEREAS, the specific questions shown below were presented for vote at a Meeting of Members held on November ~~24~~, 2021, at which the requisite number of Members were present in person or by limited proxy, and was approved by an affirmative vote of a majority of the Unit Owners, and approved unanimously by the Board of the Association as well; and,

NOW, THEREFORE, the Declaration of Condominium of 3151 HOWLAND BOULEVARD CONDOMINIUM, signed September 17, 2021, and recorded October 14, 2021 in Official Records Book 8136, Page 4725 et seq., of the Public Records of Volusia County, Florida is hereby amended as follows:

1. **Question:** Should Section A of Article XIII be expanded to include "churches, synagogues and other places of worship" as permitted uses?

As recorded in the public records:

A. The Units shall be used only by professional businesses for commercial uses permitted under the applicable governmental zoning classification.

Proposed Amendment:

A. The Units shall be used only by professional businesses for commercial uses or by churches, synagogues and other places of worship for all their normal purposes, all as permitted under the applicable governmental zoning classification.

Upon a vote of the sole Member and the Board of Directors of the Association, properly moved, seconded and approved, Section A. of Article XIII of the Declaration of Condominium is hereby amended as:

“A. The Units shall be used only by professional businesses for commercial uses or by churches, synagogues and other places of worship for all their normal purposes, all as permitted under the applicable governmental zoning classification.”

2: Question: Shall Section A of Article XV of the Declaration be amended to require Owners to contribute in their percentage ownership with all maintenance, repairs and repaving of all the driveways throughout the Condominium Property (as opposed to parking areas and sidewalks) which are described as easements described in Article XII?

As recorded in the public records:

A. By Owners.

Each Owner shall maintain in good condition and repair, and shall replace at Owner's expense all portions of Owner's Unit.

Proposed Amendment:

A. By Owners.

Each Owner shall maintain in good condition and repair, and shall replace at Owner's expense all portions of Owner's Unit, which includes sidewalks and parking areas within the Owner's Unit. However, as all driveways are shared by all Units, any maintenance, repair, sealing, striping or paving of shared driveways that are subject to easements shall be shared by the Units proportionately (i.e. 1/3 for each Unit).

How it was Approved:

Upon a vote of the sole Member and the Board of Directors of the Association properly moved, seconded and approved, Paragraph A of Article XV. of the Declaration of Condominium is hereby amended as:

A. By Owners.

Each Owner shall maintain in good condition and repair, and shall replace at Owner's expense all portions of Owner's Unit, which includes sidewalks and parking areas within the Owner's Unit. However, as all driveways are shared by all Units, any maintenance, repair, sealing, striping or paving of shared driveways that are subject to easements shall be shared by the Units proportionately (i.e. 1/3 for each Unit).

3. Question: Should the prohibition against the Unit Owner's painting or changing of the exterior of the building units as described in Section H of Article XIII be deleted or amended?

As recorded in the public records:

H. No Owner shall cause any improvements or changes to be made to the exterior of the Condominium building, including painting or other decoration. No Owner shall install any equipment which may create a safety hazard for other Owners or persons in other Units without prior approval of the Association. For purposes of determining the approval, the Association shall have the right to employ experts. The cost of employment of such experts shall be assessed against the Owner proposing the installation of such equipment.

Proposed Amendment:

H. No Owner shall ~~cause any improvements or changes to be made to the exterior of the Condominium building, including painting or other decoration~~ change or cause to be changed the exterior color or appearance of a building without prior approval of the Association or other Unit Owners. ~~For purposes of determining the approval, the Association shall have the right to employ experts. The cost of employment of such experts shall be assessed against the Owner proposing the installation of such equipment.~~

Upon a vote of the sole Member and the Board of Directors of the Association, properly moved, seconded and approved, Paragraph A of Article XIII of the Declaration of Condominium is hereby amended as:.

H. No Owner shall change or cause to be changed the exterior color or appearance of a building without prior approval of the Association or other Unit Owners.

4. Question: Shall the typographical error in Section L. of Article IV be corrected to state the correct name of the Association?

As recorded in the public records:

H. "Association" means AB & J CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, organized to administer this condominium.

Proposed Amendment:

H. "Association" means ~~AB & J~~ 3151 HOWLAND BOULEVARD CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, organized to administer this condominium.

Upon a vote of the sole Member and the Board of Directors of the Association, properly moved, seconded and approved, Paragraph A of Article XIII of the Declaration of Condominium is hereby amended as:

H. "Association" means 3151 HOWLAND BOULEVARD CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, organized to administer this condominium.

IN WITNESS WHEREOF, AB & J, LLC, the Developer and sole Unit Owner, and 3151 Howland Boulevard Condominium Association, Inc., by its President and Secretary of, executed this Certificate of Amendment and the Amendment this 24 day of November, 2021.

Signed, sealed and delivered
in the presence of:

Sole Unit Owner:

AB & J, LLC

David K. Yoon, Managing Member

Michael A. Pyle
(First Witness)

Michael A. Pyle
Print Name

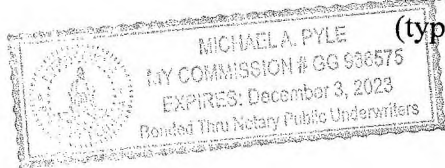
Jennifer Schaefer
(Second Witness)

Jennifer Schaefer
Print Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of November, 2021, by David K. Yoon, Managing Member of AB & J, LLC, and individually, by means of ☒ physical presence ☐ online notarization, who ☒ is personally known to me, ☒ has produced a Florida Driver License or ☐ has produced (other) _____ as identification.

Michael A. Pyle
Notary Public
(typed or printed name)



**3151 HOWLAND BOULEVARD CONDOMINIUM
ASSOCIATION, INC.**

Michael A. Pyle
(First Witness)

Michael A. Pyle
Print Name:

Jennifer Schaefer
(Second Witness)

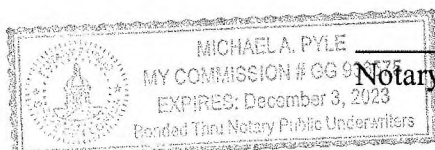
Jennifer Schaefer
Print Name

By: Boris Diaz
Boris Diaz, President

By: David Yoon
David Yoon, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of November, 2021, by David Yoon, Secretary of 3151 Howland Boulevard Association, Inc. and individually, by means of ☒ physical presence ☐ online notarization, who ☒ is personally known to me, ☒ has produced a Florida Driver License or ☐ has produced (other) _____ as identification.



Michael A. Pyle
Notary Public

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of November, 2021, by Boris Diaz, President of 3151 Howland Boulevard Association, Inc. and individually, by means of ☒ physical presence ☐ online notarization, who ☒ is personally known to me, ☒ has produced a Florida Driver License or ☐ has produced (other) _____ as identification.

Michael A. Pyle
Notary Public

