

Prepared by and return to:
 A. Van Catterton, Jr., Esq.
 A. Van Catterton, Jr., P.A.
 P. O. Box 1598
 Melbourne, FL 32902-1598



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Scott Ellis

Clerk Of Courts, Brevard County

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| #Pgs: 4 | #Names: 2 | |
| Trust: 2.50 | Rec: 17.00 | Serv: 6.00 |
| Deed: 0.00 | | Excise: 0.00 |
| Mfg: 0.00 | | Int Tax: 0.00 |

CERTIFICATE OF AND AMENDMENT TO

DECLARATION OF CONDOMINIUM AND BYLAWS

OF COLONIAL HOUSE CONDOMINIUMS, A CONDOMINIUM

Pursuant to Chapter 718, Florida Statutes, Article XIII of the Declaration of Condominium of COLONIAL HOUSE CONDOMINIUMS, A CONDOMINIUM ("Condominium"), as recorded at Official Record Book 2334, Page 881, et seq., as amended, Public Records of Brevard County, Florida, and further pursuant to Section 8 of the Bylaws of Colonial House Condominium Association, Inc., a condominium association ("Association"), the Association hereby amends the provisions of the Declaration and Bylaws as set forth more particularly below.

The undersigned certifies that the following provisions of the Declaration and Bylaws were amended by the affirmative vote of the owners of no less than a majority of the units voting in person or by proxy at the Association's meeting on April 30, 2002. Except as otherwise stated, new language is underlined, and deleted language is stricken through.

AMENDMENTS TO DECLARATION

1. The last sentence of Article II is hereby deleted in its entirety:

~~"It is anticipated that the project will be completed by January, 1982."~~

2. In Article III, the last two sentences of the second full paragraph are hereby deleted in their entirety:

~~"The developer hereby reserves the right to remove any party walls between any condominium units in order that the said units may be used together as one (1) integrated unit. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one."~~

3. In Article IV, the following is added at the end of the third full paragraph (all new language):

"Only approved water-repellent surfaces and paints may be used on the floors of balconies and patios. Owners shall not install any type of covering or paint on the floor or any balcony or patio without first obtaining the prior written approval of the Board of Directors; provided, however, the Board of Directors may publish

and make available a list of pre-approved surfaces and/or paints which may be used by Owners without obtaining prior written permission. Owners who have replaced unapproved surfaces without first obtaining written approval of the Board of Directors, prior to this amendment, shall be responsible for structural balcony damages should that occur. The removal of any surfaces shall be done at the expense of the Owner; further, as set forth elsewhere in this Declaration, any structural damage which may be caused or which may have been caused by the use of unapproved surfaces on the floors of balconies and patios shall be the responsibility of the Owner and shall be replaced within one year."

4. In Article VI, the first sentence in the first full paragraph is amended as follows:

~~"The Developer and a All persons hereafter owning a vested present interest in the fee title to any one of the units"~~

5. In Article VI, the last sentence of the third full paragraph is deleted in its entirety:

~~"The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium."~~

6. In Article VII, the second sentence of the third paragraph is amended as follows:

~~"However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall, not be levied without the prior approval of the members owning a majority of the apartments in the condominium. However, any special assessment in excess of one thousand (\$1,000.00) dollars shall not be levied without the prior approval of the members owning a majority of the apartments in the condominium."~~

7. In Article VII, the first sentence in the sixth full paragraph (first full paragraph on page 5) is amended as follows:

~~"Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten percent (10%) per annum highest rate permitted by law until paid. The Board"~~

8. In Article VII, the third sentence in the seventh full paragraph (second full paragraph on page 5) is amended as follows:

~~"All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the corporation. secure all unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest, costs, expenses and attorney's fees incurred by the Association incident to the collection process."~~

9. In Article X.b., the following new sentence is added at the end:

"The term 'transient tenants' as used herein shall refer to tenants occupying an apartment for less than ninety (90) days at a time."

10. In Article XIII, the first sentence of the first full paragraph is amended as follows:

"These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed approved by the owners of a majority of the units"



11. Article XVIII is deleted in its entirety and replaced with the following:

"XVIII RESERVED"

AMENDMENTS TO BYLAWS

1. In Section 1, Subsection (d) is deleted in its entirety and replaced with the following:

"1.d. Reserved."

2. Section 3.c. is amended as follows:

"3.c. Notice of the annual membership meeting and for special membership meetings shall be given by the President, Secretary or Treasurer of the Association, or other officer of the Association in the absence of such officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be mailed or presented personally to each member not less than ~~sixty (60)~~ fourteen (14) days nor more than ~~seventy-four (74)~~ forty-five (45) days prior to the date set for the meeting. ~~Such notice, the first, shall include instructions that any member desiring to be a candidate for Director, shall give written notice to the association not less than forty (40) days prior to the date set for the meeting and may include a single 8 1/2 by 11 inch statement. A Second Notice shall be mailed or presented personally to each member not less than thirty (30) days prior to the date set for the meeting. Such second notice shall contain a list in alphabetical sequence of the members who have submitted their desires to be candidates, the statements received. The notice for the annual meeting shall include a proposed budget and any proposals to be considered at the meeting. Written notice of the any membership meeting shall also be posted at least on the bulletin board by the mail boxes at least fourteen (14) days prior to the date set for the meeting. If any membership meeting cannot be organized because quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum of the required percentage of attendance, if greater than a quorum, is present. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided there is strict compliance with the percentage of unit owners or voting rights required to make decisions and to constitute a quorum as provided in the Declaration of Condominium, Bylaws and Articles of Incorporation of the condominium.~~"

3. In Section 4(a), the last three sentences are deleted in their entirety and replaced with the following:

"Any member of the board of administration may be recalled and removed from office with or without cause pursuant to Section 718.112(2)(j), Florida Statutes, and the applicable provisions of the Florida Administrative Code."

4. Section 4(b)(1) is amended as follows:

"Each member of the Board of Administration shall be elected by a plurality of votes cast in person or by proxy by the members at the annual meeting of the members of the Association. The election procedures set forth in Sections 718.112(2)(b)2 and (d)3, Fla. Stat., shall not apply. Any member desiring to run for a vacancy on the Board may submit his or her nomination as a candidate by written notice delivered to the Association prior to the annual meeting or by nomination from the floor at the annual meeting, and this procedure shall be referenced in the notice of

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~~the annual meeting. General proxies may be used for the purpose of voting for the election of members of the Board of Administration.~~

5. Section 4(k)5 is deleted in its entirety and replaced with the following:

~~"Reserved; To approve or disapprove proposed purchasers of apartment units in the manner specified in the Declaration of Condominium;"~~

6. Section 6.d is amended as follows:

~~"An audit of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member not later than May 1 of the year following the year for which the report is made. The Association shall comply with the financial reporting requirements of Section 718.111(13), Florida Statutes."~~

7. Section 6(f) is amended to delete the last sentence in its entirety:

~~"... excluded from the computation. Provided, however, that so long as the Developer is in control of the Board of Administration, 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 the unit owners."~~

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 4 day of ^{September} 2002.

COLONIAL HOUSE CONDOMINIUM ASSOCIATION, INC.

Lane Paige Grant
President's signature

Lane Paige Grant
Print President's name

ATTEST:
Robert L. Willett
Secretary's signature

Robert L. Willett
Print Secretary's Name

(CORPORATE SEAL)



STATE OF FLORIDA :
COUNTY OF BREVARD :

The foregoing instrument was signed and acknowledged before me this 4 day of Sept 2002, by Lane Paige Grant, as President of Colonial House Condominium Association, Inc., who is personally known to me or who produced Florida Driver's License as identification. FL G 453-535-58-6870

Regina M. Johnson
Notary Public, State of Florida

STATE OF FLORIDA :
COUNTY OF BREVARD :

The foregoing instrument was signed and acknowledged before me this 4 day of Sept 2002, by Robert L. Willett, as Secretary of Colonial House Condominium Association, Inc., who is personally known to me or who produced Florida Driver's License as identification. FL W 430-772-26-388

Regina M. Johnson
Notary Public, State of Florida



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