

RECORDED AND INDEXED  
COUNTY CLERK  
BREVARD COUNTY, FLORIDA

DECLARATION OF CONDOMINIUM

OF

THE COLONIAL HOUSE, a Condominium

JOHN RONDINELLI, INC., and MC REAL ESTATE COUNSELORS, INC., both Florida corporations, a Joint Venture doing business as THE COLONIAL HOUSE, a Condominium, whose post office address is 230 Columbia Drive, Cape Canaveral, Florida 32920, hereinafter called the Developer, does hereby make, declare and establish this Declaration of Condominium, hereinafter sometimes referred to as "The Declaration" as and for a plan of condominium apartment ownership for THE COLONIAL HOUSE, a Condominium project, which consists of real property and improvements thereon as hereinafter described.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of the receipt and acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns, and all parties claiming by, through or under such persons, agree to be bound by all provisions hereof. Both the burdens imposed and the benefits shall run with each unit and the interests in the common property as herein defined.

1. ESTABLISHMENT OF CONDOMINIUM

The Developer is the owner in fee simple of that certain real property situate in the City of Cape Canaveral, Brevard County, Florida, which property is more particularly described on Sheet 3 of Exhibit "A" to the Declaration of Condominium, which Exhibit is attached hereto and made a part hereof by reference, and on which property the Developer owns a three (3) story apartment building and other appurtenant improvements, hereinafter described, which building contains a total of fifty-four (54) apartment units. The Developer does hereby submit the above described real property, together with all improvements thereon to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as THE COLONIAL HOUSE, a Condominium, hereinafter referred to as the "Condominium", "the condominium project", or "the project".

2. DESCRIPTION OF IMPROVEMENTS AND EXHIBIT "A"

Exhibit "A" consists of twelve (12) sheets as follows:

- SHEET 1 - Surveyor's Certificate
- SHEET 2 - Plot Plan of the real property submitted to condominium form of ownership hereunder and showing the location of the improvements thereon
- SHEET 3 - Sketch of Survey and Legal Description of the real property
- SHEET 4 - Surveyor's Notes

THIS INSTRUMENT WAS PREPARED BY:  
WILLIAM C. IRVIN, Attorney at Law  
600 N. BAYLOR AVE., COCOA BEACH, FLORIDA 32931

RETURN TO:

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SHEET 5 - The floor plan of the first floor of the apartment building, showing the boundary, the unit number, the type and the elevation of each unit on the first floor

SHEET 6 - The floor plan of the second floor of the apartment building, showing the boundary, the unit number, the type and the elevation of each unit on the first floor

SHEET 7 - The floor plan of the third floor of the apartment building, showing the boundary, the unit number, the type and the elevation of each unit on the first floor

SHEET 8 - Floor plan of Typical Unit A

SHEET 9 - Floor plan of Typical Unit B

SHEET 10 - Floor plan of Typical Unit C

SHEET 11 - Floor plan of Typical Unit D

SHEET 12 - Floor plan of Typical Unit E

Exhibit "A" was prepared in compliance with the provisions of the Florida Condominium Act, by ALLEN ENGINEERING, INC., by JOHN R. CAMPBELL, Professional Land Surveyor, Florida Certificate No. 2357 and Exhibit "A" has been certified in the manner required by the Florida Condominium Act.

Each apartment is identified and designated by a specific number. No apartment has the same numerical designation as any other apartment. The specific numbers identifying each apartment, the floor on which it is located, the Sheet Number of Exhibit "A" which shows the floor plan on which the apartment is located and the Sheet number of Exhibit "A" which shows the floor plan of that apartment are as follows:

FIRST FLOOR - SHEET NO. 5

<u>Unit No.</u>	<u>Type</u>	<u>Floor Plan Sheet No.</u>
101, 102, 103	B	9
104	C	10
105	A	8
107	C	10
108	B	9
109	D	11
110, 111, 112	B	9
113	C	10
115	A	8
116	C	10
117, 118	B	9

SECOND FLOOR - SHEET No. 6

201, 202, 203	B	9
204	C	10
205, 206	D	11
207	C	10
208	B	9
209	D	11
210, 211, 212	B	9

<u>Unit No.</u>	<u>Type</u>	<u>Floor Plan Sheet No.</u>
213	C	10
214, 215	D	11
216	C	10
217, 218	B	9
219	E	12

THIRD FLOOR - SHEET NO. 7

<u>Unit No.</u>	<u>Type</u>	<u>Floor Plan Sheet No.</u>
301, 302, 303	B	9
304	C	10
305, 306	D	11
307	C	10
308	B	9
309	D	11
310, 311, 312	B	9
313	C	10
314, 315	D	11
316	C	10
317, 318	B	9
319	E	12

The apartment building contains fifty-four (54) separate apartment units of which two (2) are three (3) bedroom, two (2) bath units (Type A); twenty-seven (27) of which are two (2) bedroom, two (2) bath units (Type B); twelve (12) of which are two (2) bedroom, one and one-half (1-1/2) bath units (Type C); eleven (11) of which are one (1) bedroom, one (1) bath units (Type D) and two (2) of which are studio units (Type E).

The building also contains an elevator, a lobby on the first floor (see Sheet 5 of Exhibit "A") and two (2) laundry rooms on each floor, a storage room and mechanical or electrical room on each floor. (See sheets 5, 6 and 7 of Exhibit "A").

The project contains a swimming pool which is surrounded by a deck area, a picnic area and parking areas, all of which are shown on Sheet 2 of Exhibit "A". The parking areas are shown as asphalt pavement.

3. OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE  
IN COMMON ELEMENTS AND COMMON SURPLUS AND SHARE  
OF COMMON EXPENSES

Each apartment unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment shall own, as an appurtenance to the ownership of each said apartment, an undivided share of all common elements of the condominium which includes, but is not limited to ground support area, parking areas, walks, yard area, foundations, etc., and substantial portion of the exterior walls, floors, ceiling and walls between units. The space within any of the units and common property is hereby declared to be appurtenant to each unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument, whether a conveyance, mortgage or otherwise which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and that unit's undivided interest in all common elements of the condominium.

The owner of each apartment unit will own an undivided 1/54th of all of the common elements of the condominium project.

The common expenses shall be shared and paid and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements as stated hereinabove.

The developer hereby, and each subsequent owner of any interest in a unit and in the common property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration.

All owners of units shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units over walks, hallways, stairways, the elevator and other common property from and to the public highways bounding the condominium complex, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium project to the use and enjoyment of all public portions of the building and to other common facilities, (including, but not limited to utilities as they now exist) located in the common property.

All property covered by the Exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter may exist caused by settlement or movement of the building, and such encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

All units and the common property shall be subject to a perpetual easement in gross granted to the Association, hereinafter named, and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein; however, that access to the units shall only be at reasonable times.

The Developer hereby grants and conveys unto THE COLONIAL HOUSE ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of Florida, a non-exclusive easement over all passageways, hallways, stairways, walkways, stairwells, driveways, parking areas, the elevator and all other common elements of the condominium, so that all members of the Association, present and future, their guests and tenants may use the aforesaid common elements for the uses and purpose intended therefor.

#### 4. APARTMENT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the undecorated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown in Exhibit "A", Sheets 5, 6 and 7 attached hereto. The inside solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments are stated in notes on said plans, which notes relate to the elevations of the apartments (on Sheets 5, 6 and 7 of Exhibit "A").

There are no limited common elements appurtenant to any of the units in this condominium.

The common elements of the condominium project consist of all of the real and personal property, improvements and facilities, and the common surplus of the condominium other than the apartment units, and shall include easements through the apartments for conduits, pipes, ducts, plumbing, wiring and other facilities, for the furnishing of utility service to the apartments, limited common elements and common elements and easements of support in every portion of any apartment which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all apartments. Included within the common areas are the parking areas, the grass and lawn areas, the swimming pool, the picnic area, the driveways, the entrance and lobby area, the inside hallways, stairwells, elevator, laundry rooms, mechanical rooms, storage rooms and electrical rooms.

#### 5. ADMINISTRATION OF CONDOMINIUM.

The operation and management of the condominium shall be administered by THE COLONIAL HOUSE ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, hereinafter referred to as the corporation or the Association.

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in the Florida Condominium Act (Chapter 718 Florida Statutes 1979), and in this Declaration and the Articles of Incorporation and By-Laws of the Association, which Articles and By-Laws are attached hereto and made a part hereof, and are marked Exhibits "B" and "C" respectively. If there is any conflict between the Florida Condominium Act and the provisions of this Declaration including Exhibits attached hereto, the provisions of the Florida Condominium Act shall prevail.

#### 6. MEMBERSHIP AND VOTING

The Developer and all persons hereafter owning a vested present interest in the fee title to any of the units shown on the Exhibits hereto and which interest is evidenced by recordation of a proper instrument in the Public Records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be a maximum of fifty-four (54) votes to be cast by the owners of all of the condominium units in this project. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on Exhibit "A" attached to this Declaration) shall be entitled to cast one (1) vote. If a condominium unit is owned by the Association, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term "owner" as used herein, shall be deemed to include the Developer.

## 7. BOARD OF ADMINISTRATION

The Board of Administration shall initially consist of three (3) members so long as the Developer retains control of the Association. At the meeting of the Members (owners of units) at which the Developer turns over control of the Association to the Members, the number of Members of the Board of Administration may be increased by vote of the Members present at that meeting. The manner of electing members of the Board, officers and other procedural matters relating thereto, shall be as set forth in Section 4 of the By-Laws.

The Developer shall be entitled to elect all members of the Board and to retain control of the Association until the Developer has conveyed title to 15% of the apartment units to the initial purchasers thereof, at which time the apartment unit owners other than the Developer shall be entitled to elect not less than one-third (1/3rd) of the members of the Board of Administration. Apartment unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration when the first of the following shall occur:

- (a) Three (3) years after sales by the Developer have been closed on 50% of the apartment units; or
- (b) Three (3) months after sales have been closed by the Developer on 90% of the apartment units; or
- (c) When none of the unsold apartment units are being offered for sale in the ordinary course of business; or
- (d) On February 1, 1982.

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners to elect the members of the Board of Administration. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

## 8. COMMON EXPENSES, ASSESSMENTS; COLLECTIONS, LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration shall adopt a balanced annual Budget in advance for each fiscal year, which Budget shall project anticipated income and estimated expenses for the ensuing fiscal year. Each Budget shall be prepared in accordance with the then existing provisions of the Florida Condominium Act and it shall include provisions for all expenses as required by the then existing provisions of the applicable Florida Condominium Act. The Budget shall be adopted, with such notice to the owners as may be required by the then existing applicable provisions of the Florida Condominium Act.

After adoption of a budget and determination of the annual assessment per unit, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting members representing each unit at such member's most recent address as shown by the books and records

of the Association. One-twelfth (1/12th) of the annual assessment shall be due and payable in advance to the Association on the first day of each month.

Special assessments may be made by the Board from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. 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 at least two-thirds (2/3rds) of the units in the condominium.

The liability for any assessment or portion thereof may not be avoided by a unit owner or waived by reason of such unit owner's waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his apartment.

A unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

Assessments and installments on them not paid within ten (10) days from due date shall bear interest at the rate of 15% per annum from due date until paid.

The Association shall have a lien on each condominium parcel for any unpaid assessments with interest plus attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of Brevard County, Florida, which lien shall state the description of the condominium parcel, the name of the record owner, the amount due and the due dates. The lien shall remain in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien shall cover only assessments which are due when the claim is recorded. All claims of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment of a claim of lien, the Association shall give the person making payment a recordable satisfaction of the lien. By recording a notice in substantially the following form a unit owner or his attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:

NOTICE OF CONTEST OF LIEN

TO: THE COLONIAL HOUSE ASSOCIATION, INC.  
230 Columbia Drive  
Cape Canaveral, Florida 32920

YOU are notified that the undersigned contests the claim of lien filed by you on \_\_\_\_\_, and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Brevard County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

OFF. REC.

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Signed: \_\_\_\_\_  
PAGE \_\_\_\_\_  
Owner or Attorney

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After service of a copy of the Notice of Contest of Lien, the Association shall have ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within that ninety (90) day period, the lien is void.

The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested, addressed to the unit owner. If after diligent search and inquiry the Association cannot find the unit owner or a mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in Sec. 718.116(4) (Florida Statutes, 1978 Sup.).

If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court in its discretion may require the unit owner to pay a reasonable rental for the unit and the Association is entitled to the appointment of a receiver to collect the rent.

The Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

When the mortgagee of a first mortgage of record, or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

The foregoing provision may apply to any mortgage of record and shall not be restricted to first mortgages of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Any unit owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.



As priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida, or a mortgage company, or mortgage banking institution or the Developer. The provisions of Section 718.116 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article 8 of this Declaration, are incorporated herein by reference and made a part hereof. (Florida Statutes, 1978 Sup.).

The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentages set out hereinabove, and shall in no event exceed three (3) months' assessment except as provided in rules promulgated by the Florida Cabinet for full and fair disclosure. Anything in this Declaration or the Exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and Exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to the owners.

Until a turnover is perfected as set out in Article 7 above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. The Developer shall, during this interim have a lien on each parcel for any unpaid assessments thereon, against the unit owner and condominium parcel, and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

The Developer guarantees that so long as the Developer is entitled to elect a majority of the members of the Board, the assessments for common expenses of the condominium, imposed upon the unit owners other than the Developer will not exceed \$ 54.00 per month, and the Developer shall be and is obligated and responsible to pay any amount of common expenses incurred during the period that the Developer is entitled to elect a majority of the Members of the Board and not produced by or realized from the assessments at the guaranteed level and received from the other unit owners. However, upon thirty (30) days written notice to each owner, the Developer may revoke the guarantee provided that the Developer shall thereafter pay the same monthly maintenance charge for each unit then owned by the Developer that the owners of similar units are thereafter required to pay.

Except as otherwise provided in this section, no unit owner may be excused from the payment of the unit owner's proportionate share of the common expenses of the condominium unless all unit owners are likewise proportionately excused from such payment, except that inasmuch as the Developer has guaranteed that the monthly assessment for common expenses of the condominium imposed upon the unit owners other than the Developer will not be increased over the amounts stated hereinabove during the period of time that the Developer is entitled to elect a majority of the Members of the Board and has obligated itself to pay any amount of common expenses incurred by the Condominium during that period and not produced or realized from the assessments at the guaranteed level and received from other unit owners. The Developer shall not be obligated to pay any specific monthly assessment for those units owned by the Developer during that period of time.

9. INSURANCE COVERAGE, USE AND DISTRIBUTION OF PROCEEDS,  
REPAIR OR RECONSTRUCTION AFTER CASUALTY

All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association, the apartment owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the apartment owners and their mortgagees.

The Association shall be required to obtain and maintain casualty insurance covering all improvements upon the land which are insurable by the Association and as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier, or if approved by the Board, such insurance may be carried on not less than full insurable value basis. The coverage shall afford protection against loss or damage by fire, windstorm, and such other hazards covered by a standard extended coverage endorsement, and such other risks as shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. The Association shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection to the Association and its members. All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of the apartment owners as a group to each apartment owner.

The Association may carry such other insurance or obtain such other coverage as the Board may determine to be desirable. Employer's liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

The premiums upon all insurance policies shall be paid by the Association as an operating expense.

Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to the building or other improvements, shall be payable to the Association, the owners and the institutional mortgagees which have been issued loss payable endorsements and/or memoranda of insurance.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage, or destruction is replaced, repaired or restored with the Association's funds, the institutional first mortgagees which are named payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association; provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction, as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of seven (7%) percent of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association, and all institutional first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the institutional first mortgagee which shall

hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished to the reconstruction, restoration and repair of the condominium improvements. Disbursement from such construction fund shall be by such institution's usual and customary construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefor shall be paid over to the Association and held for, and/or distributed to the apartment owners in proportion to each apartment owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the apartment owners for the amount of such insufficiency and shall pay said sum into the aforesaid construction loan fund.

Notwithstanding which institutional first mortgagee holds the greater number of mortgages encumbering the apartments, such mortgagees may agree between themselves as to which one shall administer the construction loan fund.

If the damage sustained to the improvements is less than substantial as heretofore defined, the Board may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional mortgagee shall be required to cause such insurance proceeds to be made available to the Association prior to commencement or completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, obtaining (1) a construction loan from other sources, (2) a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any apartment, unless an appropriate amendment be made to this Declaration.

Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction loan fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering an apartment, shall be entitled to receive that portion of the insurance proceeds apportioned to said apartment in the same share as the share in the common elements appurtenant to said apartment.

If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of at least seventy-five (75%) percent of the apartments vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all institutional first mortgagees holding mortgages encumbering apartments.

#### 10. RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

Each apartment owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment serving his unit, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances and equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his apartment and which may now or may hereafter be affixed to or contained within his unit. This obligation to repairs should also include all parts of a unit owner's air conditioning system which may be located outside of the unit and all lines, hoses and wires or other parts of said air conditioning system which connects those parts of the system located outside the unit to the parts of the air conditioning system located within the owner's unit. All interior decorating, painting and floor coverings shall be the responsibility of the unit owner.

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support of the buildings and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, or the interior walls, ceilings or floors of condominium units, for the furnishing of utility services to the apartments. Painting and cleaning of all exterior portions of the buildings, including all exterior doors, shall also be the Association's responsibility. Should any damage be caused to any apartment by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage.

Where loss, damage or destruction is sustained by casualty to any part of the buildings, whether interior or exterior, whether inside an apartment or not, whether a fixture of equipment attached to the common elements or attached to and completely located inside an apartment, and such loss, damage or destruction is insured for such casualty under the terms of the Association's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the apartment owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is an apartment owner's responsibility to maintain.

In the event owners of a unit fail to maintain it as required herein, or make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall have the right to levy at any time a special assessment against the owners of the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the unit, at reasonable times, to do such work as deemed necessary by the Board to enforce compliance with the provisions hereof.

The Board of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property and may join with other condominium corporations on contracting with the same firm, person or corporation for maintenance and repair.

The Association shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window or any exterior surfaces, etc., at any time without the written consent of the Association.

## 11. USE RESTRICTIONS

Each apartment is hereby restricted to residential use by the owner or owners thereof, their guests and tenants.

No studio unit may be occupied by more than two (2) persons and no other unit may be occupied by more than two (2) persons for each bedroom in the unit.

No animal pets, except one (1) dog or cat not weighing over sixteen (16) pounds may be kept or harbored in any unit. This prohibition does not include tropical fish or domesticated birds such as parakeets.

No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make use of the common elements that will increase the cost of insurance upon the condominium property.

No immoral, improper, offensive use shall be made on the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of the Association as provided by its Articles of Incorporation and By-Laws.

No sign, advertisement or notice of any type shall be shown on the common property or any unit except for a sale or lease sign which shall not exceed one square foot in area, and no exterior antennae and aerials shall be erected except as provided under uniform regulations promulgated by the Association. This sub-paragraph shall not apply to the Developer and/or institutional first mortgagees.

No owner shall place any personal property in the stairwells without the written approval of the Association.

Nothing shall be hung from any of the windows of the project.

No auto parking space may be used for any purpose other than parking automobiles which are in operating condition; no other vehicles or objects, including, but not limited to trucks, vans, recreational vehicles, motorcycles, trailers, and boats will be parked or placed upon such portions of the condominium property unless permitted by the Board. No parking space shall be used by any other person than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. Automobiles for purposes of this paragraph are defined as motor vehicles designed for transportation of no more than nine passengers and not including sleeping facilities.

The Association shall have the right to have keys to all units and in the event that an owner installs a new or additional lock or locks on the front or entrance door to a unit, the owner shall furnish the Association with a key to all said locks at the time the new lock or locks are installed.

Until the Developer has closed all the sales of the apartments in the condominium, neither the other apartment owners nor the Association shall interfere with the sale of such apartments. The Developer may make such use of the unsold units and common elements as may facilitate its sales, including, but not limited to maintenance of a sales office, model apartments, the showing of the property and the display of signs.

#### 12. LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment unless such has been approved in writing by the Association. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring and other things which might protrude through or be attached to the walls of the apartment buildings; further, no owner shall in any manner change the appearance of any portion of the apartment buildings not wholly within the boundaries of his apartment. The owner may repair and replace that part of his air conditioning unit which is located outside his unit, including all piping, hoses or wiring running thereto.

#### 13. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION

Whenever in the judgment of the Board, the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by a majority of the apartment owners, the Board shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, if in the opinion of the Board such assessment is necessary, provided, however, no such special assessment shall be levied for improvements which shall exceed one-sixth (1/6th) of the current regular annual assessment, unless prior written consent is received from three-fourths (3/4ths) of voting members. The Board shall have the authority to make any alterations, repairs or improvements, subject to the limitations stated in this paragraph, as the Board may determine to be in the best interest of the project. Special assessments to pay the cost of emergency repairs may be made by the Board of Administration, without the approval of the owners, and without limitation.

#### 14. REGULATIONS AS TO LEASING, RENTAL AND SALE OF APARTMENTS

No unit shall be leased or rented for a period of less than thirty (30) days. All rentals and leasing shall be done through a written lease and a copy of that lease must be given to the Association on or before the time that the Lessee takes possession of the leased unit.

The only restriction covering the sale by an owner of the owner's unit is that notice of the intention to sell shall be given to the Secretary of the Association and this notice shall contain the names and post office address of the buyer, the date of closing of the sale of the unit and the Secretary shall then advise the selling owner that the sale of the unit may be consummated and thereafter, it shall be the duty of the buyer of the unit to furnish the Secretary of the Association with a copy of the recorded Deed by which the buyer took title to the unit within 10 days after the Deed is recorded. Time sharing of

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units is prohibited and therefore, ownership of an apartment on a daily, weekly, or other part time basis is prohibited. These requirements shall also apply to Agreements for Deed.

15. THIS DECLARATION MAY BE AMENDED AS FOLLOWS:

1. So long as the Developer is entitled to elect a majority of the Board Members, the Developer reserves the right to amend this Declaration without the consent of any owner, subject to the limitations hereinafter stated.

2. After the Developer has turned control of the Association over to the apartment owners, this Declaration may be amended by the approval in writing of at least two-thirds (2/3rds) of the owners of apartments or by the affirmative vote of at least two-thirds (2/3rds) of the apartment owners at a duly called meeting of the apartment owners (members) in accordance with the By-Laws. Each amendment hereto shall be executed with the formality required for execution of Deeds and each such amendment shall become effective upon its recordation in the public records of Brevard County, Florida, unless the amendment shall provide for a later effective date.

3. No amendment shall change the configuration or size of any apartment in any material fashion, materially alter, change or modify the appurtenances to any apartment or change the percentage by which the owner of any apartment shares the common expenses and owns an undivided interest in the common elements, including the common surplus, unless the record owner of such apartment shall join in the amendment.

4. The designation of the agent for service of process on the Association named in the Articles of Incorporation of the Association may be changed from time to time by action of the Board and such change shall not constitute an amendment to this Declaration. Such change or designation of the agent for service of process shall be accomplished by execution of a document with formalities required for execution of a deed and it shall be recorded in the Public Records of Brevard County, Florida, and such change shall become effective upon such recording.

5. Correction of scrivener's errors herein, if any, may be accomplished by action of the Board, without the consent of any apartment owner not a member of the Board and such document correcting any scrivener's errors shall be executed in the same manner as provided in the foregoing paragraph.

6. The method of amending the Articles of Incorporation and the By-Laws of the Association are stated therein and nothing stated in this paragraph shall change those methods.

16. TERMINATION OF THIS CONDOMINIUM PROJECT

The condominium project created and established by this Declaration of Condominium may only be terminated upon the vote of members of the Association owning three-fourths (3/4ths) or more of the apartments in the project and the unanimous written consent of all institutional mortgagees holding mortgages encumbering any of the apartments in the project.

Immediately after the required vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to the Association all of said unit owner's right, title and interest to any unit and to the common property, provided the Association's officers and employees handling funds have been adequately bonded and the Association or any member shall have the right to enforce such conveyance by making specific performance in a court of equity. OFF. REC.

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The Board shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees.

Upon the sale of said property, the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time distribution is made to the unit owners, shall be paid from the proceeds of said sale, and the remaining balance (hereinafter called "net proceeds of sale"), shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the same as the unit owner's share in the common elements.

Upon the determination of each unit owner's share, as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the Board shall proceed to liquidate and dissolve the Association and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto.

If more than one person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount, on the mortgages or lien encumbering a unit, then payment shall be made jointly to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the member's resolution to abandon, passed by the required vote or written consent of the members, the President and Secretary of the Association shall effect and place in the public records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consent, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

#### 17. ENCROACHMENTS

If any portion of the common elements now encroaches upon any apartment, or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the common elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

#### 18. CORPORATION TO MAINTAIN REGISTER OF OWNERS

The Association shall at all times maintain a register setting forth the names of all owners of apartments in the condominium.



#### 19. ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon an apartment in the condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the Association is required to keep in existence, it being understood that the corporation shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make a full payment therefor.

#### 20. RESPONSIBILITY OF APARTMENT OWNERS

The owner of each apartment shall be governed by and shall comply with the provisions of this Declaration as well as the By-Laws and Articles of Incorporation of the corporation. Any apartment owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an apartment. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

#### 21. WAIVER

The failure of the Association, an apartment owner or institutional first mortgagee, to enforce any right, provisions, covenant or condition which may be granted herein, or in the By-Laws and Articles of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver of the Association, such apartment owner or institutional first mortgagee to enforce such right, provision, covenant or condition or insist upon the compliance with same, in the future.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association or insurance company authorized to transact business in the State of Florida, or a mortgage company, or the Developer, and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association and the owner or owners of any part of said condominium, may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action, or the Developer.

#### 22. CONSTRUCTION

The provisions of this Declaration shall be literally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

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Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements, or any provisions contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

#### 23. GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

#### 24. CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

#### 25. REMEDIES FOR VIOLATIONS

The Board shall have the authority to file suit in the proper court to enforce compliance with all the provisions of the Declaration and with all rules and regulations which may be adopted, from time to time, by the Board. Such suit may also seek damages against the offending party. The prevailing party in any such litigation shall be entitled to payment of all costs incurred therein, including a reasonable attorney's fee for the prevailing party's attorney.

The Board shall also have the authority to assess a reasonable fine against any unit in which any resident therein, either owner, lessee or tenant, has continued to violate any provision of this Declaration or any rule or regulation of the Association, after notice of such violation has been given by the Board to such resident, and to the owner of the unit, if the owner is not residing in the unit. If the fine is not paid within thirty (30) days after notice thereof is given to the owner of the unit, the Association may collect the fine in the same manner that delinquent assessments are collectible.

In addition to the foregoing right, the Association shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the Association shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred and any such entry and abatement or removal shall not be deemed a trespass.

The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

26. DEFINITIONS

"Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

"Association" or "Corporation" shall mean the corporation not for profit as set forth in Exhibit "B" to this Declaration of Condominium which is: THE COLONIAL HOUSE ASSOCIATION, INC.

"Board" or "Board of Administration" means the Board of Administration which operates the condominium association and as described in the Articles of Incorporation as set forth in Exhibit "B" to this Declaration of Condominium.

"Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common areas, over the amount of common expenses. The common surplus is part of the common elements.

"Condominium" means THE COLONIAL HOUSE, a Condominium property or project and all improvements situated thereon and appertaining thereto as described in this Declaration, all easements and rights appurtenant thereto intended to use in connection with this project.

"Declaration" or "Declaration of Condominium" means this Document establishing THE COLONIAL HOUSE, a Condominium.

"Developer" means the corporations named in the first paragraph of this Declaration.

"Institutional Mortgagee" means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company, Harold G. Peterson, the Developer or other mortgagee which shall be acceptable to the Association.

"Operation" or "Operation of the Condominium" means and includes the administration and management of THE COLONIAL HOUSE, a Condominium project and property.

"Unit" or "Apartment" means each individual condominium apartment located within the project, together with all appurtenances thereto.

"Member" means a member of THE COLONIAL HOUSE ASSOCIATION, INC., and is synonymous with owner and unit owner.

"Rules and Regulations" shall mean those restrictions or rules and regulations adopted by the Board to maximize the enjoyment by the owners of the condominium unit to protect its value and to make multi-family dwelling more compatible to each owner through the imposition of restraints, prohibitions and requirements which must be uniformly applied and equitable and which shall not be unduly burdensome or unreasonable.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 20<sup>th</sup> day of March, 1980.

Signed, Sealed and Delivered  
in the Presence of:

Katherine B. Hammond  
Shirley L. Hasselton

JOHN RONDINELLI, INC.  
By J. H. Rondinelli  
John Rondinelli, President  
(Corporate Seal)

M C REAL ESTATE COUNSELORS, INC.  
By Jack C. Moline  
Jack C. Moline, President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF BREVARD

Before me, the undersigned authority, personally appeared JOHN RONDINELLI, as President of JOHN RONDINELLI, INC., a Florida corporation, and JACK C. MOLINE, as President of M C REAL ESTATE COUNSELORS, INC., a Florida corporation, and they severally acknowledged executing the foregoing Declaration of Condominium freely and voluntarily under the authority duly vested in them by said corporation, and that the seals affixed thereto are the true corporate seals of said corporations.

WITNESS my hand and official Seal this 20<sup>th</sup> day of March, 1980.

Katherine B. Hammond  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires June 4, 1983  
Bonded by American Fire & Casualty Company

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(Wherever S is indicated, S denotes Sheet No. of Exhibit "A")

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SURVEYOR'S CERTIFICATE

FOR

THE COLONIAL HOUSE,

A CONDOMINIUM

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED JOHN R. CAMPBELL, BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO-WIT:

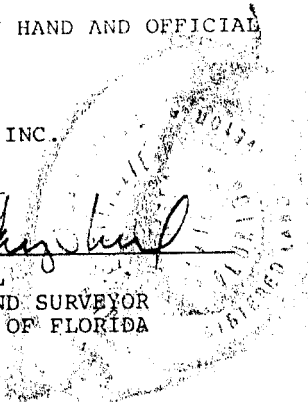
I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" ARE SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUMS ESTABLISHING THE COLONIAL HOUSE, A CONDOMINIUM IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 24TH DAY OF JANUARY, 1980 A.D.

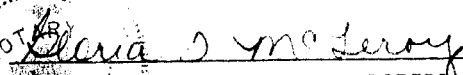
ALLEN ENGINEERING, INC.

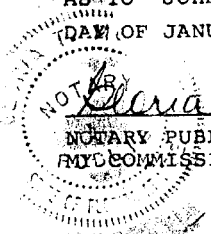
BY: 

JOHN R. CAMPBELL  
PROFESSIONAL LAND SURVEYOR  
NO. 2351, STATE OF FLORIDA



SWORN TO AND SUBSCRIBED BEFORE ME  
AS TO "JOHN R. CAMPBELL" THIS 24TH  
DAY OF JANUARY, 1980 A.D.

  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: AUGUST 23, 1981



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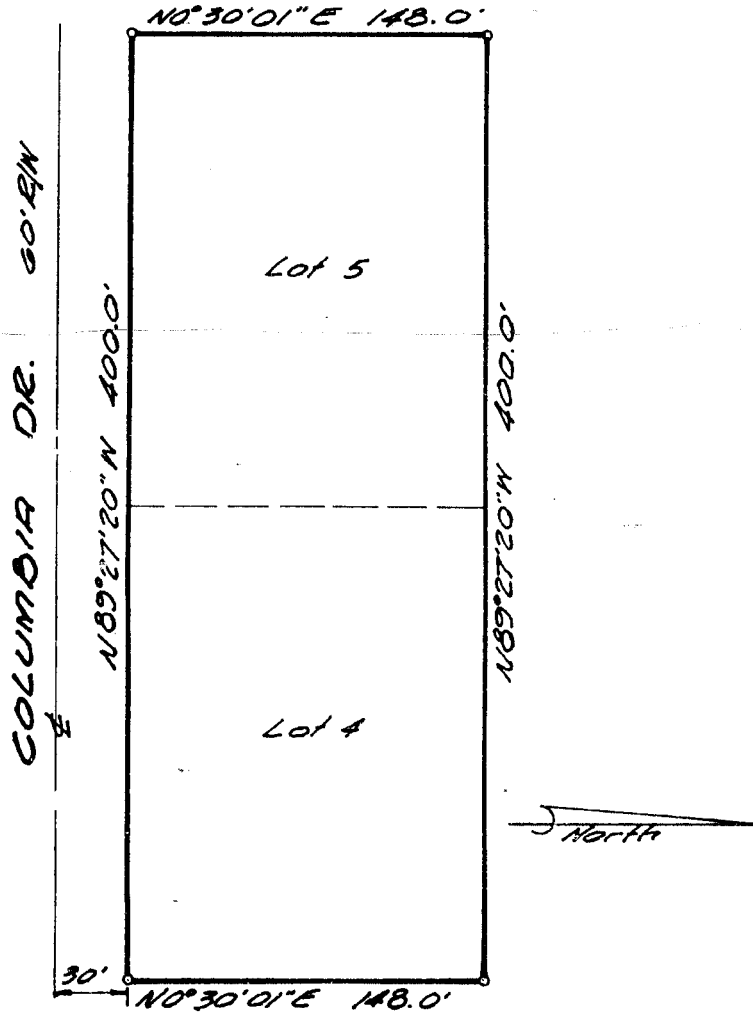
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# THE COLONIAL HOUSE, A CONDOMINIUM



**SKETCH OF SURVEY**  
Scale: 1" = 60'

LEGAL DESCRIPTION

LOTS 4 AND 5 OF COLUMBIAD PLAZA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 18 AT PAGE 9 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SURVEY OF THE COLONIAL HOUSE CONDOMINIUM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION.

*John R. Campbell*  
JOHN R. CAMPBELL  
PROFESSIONAL LAND SURVEYOR  
NO. 2351, STATE OF FLORIDA

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA  
JANUARY 24, 1939

EXHIBIT "A"

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1939

# THE COLONIAL HOUSE, A CONDOMINIUM

## SURVEYOR'S NOTES CONCERNING THIS PLOT PLAN

1. THE PLOT PLAN SHOWN WAS PREPARED FROM AN ACTUAL GROUND SURVEY. ALL IMPROVEMENTS SHOWN ARE EXISTING.
2. THE PLOT PLAN SHOWN WAS PREPARED BY ALLEN ENGINEERING, INC., COCOA BEACH, FLORIDA, AND WAS DONE UNDER THE SUPERVISION OF JOHN R. CAMPBELL, PROFESSIONAL LAND SURVEYOR.
3. SEE SHEET 3 OF THIS EXHIBIT "A" FOR THE BOUNDARY SURVEY AND LEGAL DESCRIPTION OF THE CONDOMINIUM OWNED LAND.
4. THE BUILDING SHOWN IS A 3 STROY MULTI-FAMILY APARTMENT BUILDING WHOSE HEIGHT IS APPROXIMATELY 33 FEET.
5. ALL AREAS AND IMPROVEMENTS SHOWN EXCEPT THE UNITS WITHIN THE BUILDING ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. FOR THE LOCATION OF THE COMMON AREAS WITHIN THE BUILDING REFER TO THE FLOOR PLANS.
7. THE RECREATION AREA WHICH INCLUDES BUT IS NOT NECESSARILY LIMITED TO THE SWIMMING POOL, POOL PATIO DECK AND PICNIC AREA ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA  
JANUARY 25, 1980

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EXHIBIT "A"

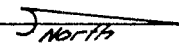
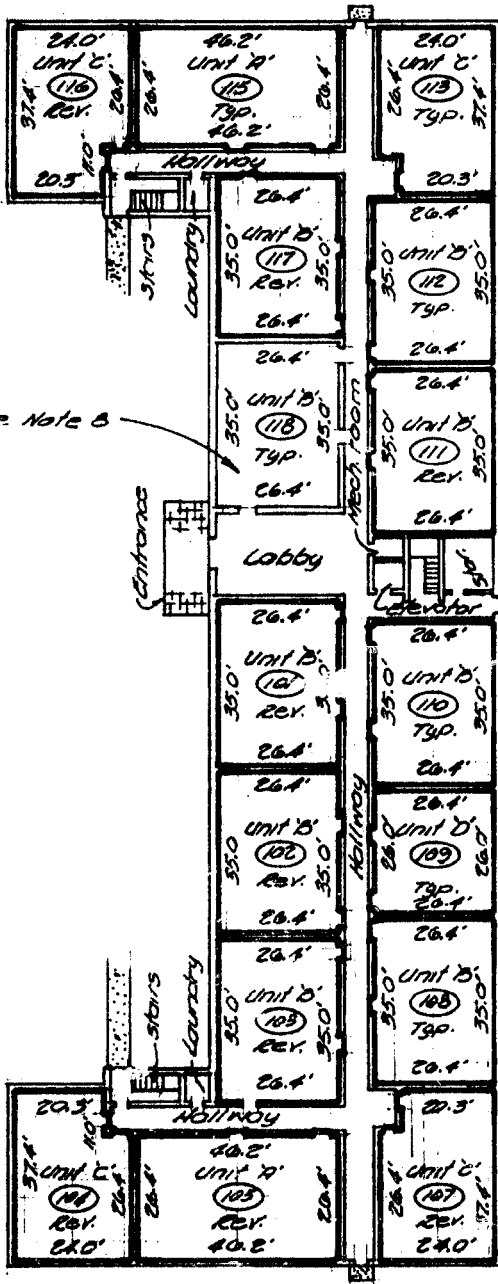
PAGE

SHEET 4 OF 12

2225

1940

# THE COLONIAL HOUSE, A CONDOMINIUM



See Note B

### SURVEYOR'S NOTES:

1. THE 1ST FLOOR FINISHED FLOOR ELEVATION IS 7.38.
2. THE 1ST FLOOR FINISHED CEILING ELEVATION IS 15.38.
3. ——— INDICATES LIMITS OF THE UNITS.
4. (101) INDICATES UNIT IDENTIFICATION NUMBER.
5. ALL AREAS AND IMPROVEMENTS THEREON THAT ARE NOT INCLUDED WITHIN THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. FOR THE INDIVIDUAL FLOOR PLANS OF THE UNITS REFER TO THE TYPICAL UNIT PLANS ON SHEETS 7, 8, 9 AND 10.
7. THE LAUNDRY AND STORAGE ROOMS SHOWN ARE A COMMON ELEMENT OF THE CONDOMINIUM.
8. REFER TO THE DECLARATION FOR ADDITIONAL INFORMATION CONCERNING THE PURPOSE AND USE OF UNIT 18.

FIRST FLOOR PLAN

ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA  
 JANUARY 24, 1980

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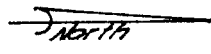
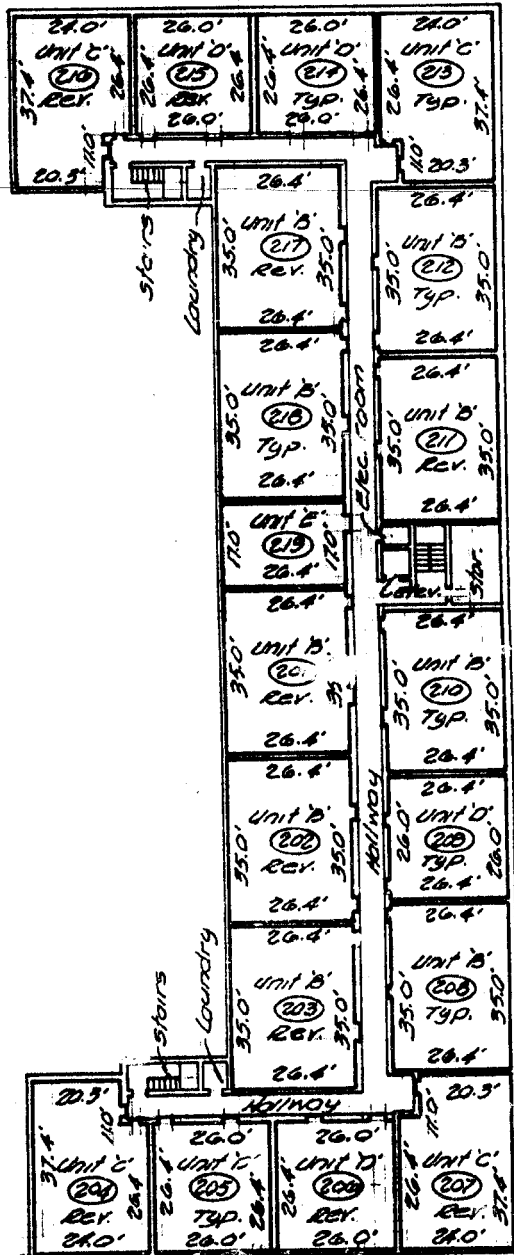
EXHIBIT "A" PAGE

SHEET 5 OF 12

2225

1841

# THE COLONIAL HOUSE, A CONDOMINIUM



## SURVEYOR'S NOTES:

1. THE 2ND FLOOR FINISHED FLOOR ELEVATION IS 15.88.
2. THE 2ND FLOOR FINISHED CEILING ELEVATION IS 23.88.
3. ——— INDICATES LIMITS OF THE UNITS.
4. (201) INDICATES UNIT IDENTIFICATION NUMBER.
5. ALL AREAS AND IMPROVEMENTS THEREON THAT ARE NOT INCLUDED WITHIN THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. FOR THE INDIVIDUAL FLOOR PLANS REFER TO THE TYPICAL UNIT PLANS ON SHEETS 8,9,10 AND 11.
7. THE LAUNDRY AND STORAGE ROOMS SHOWN ARE A COMMON ELEMENT OF THE CONDOMINIUM.

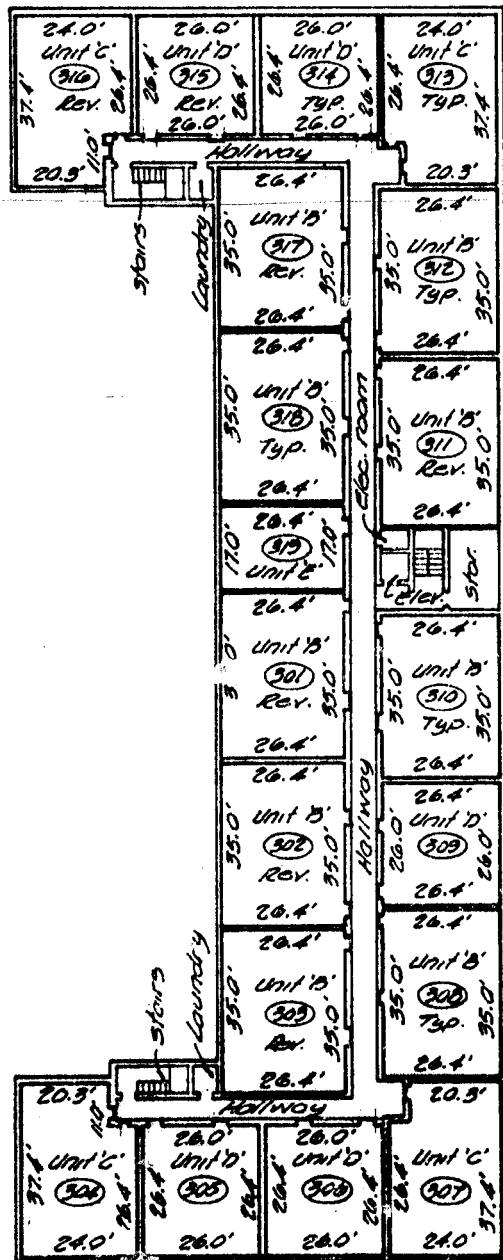
## SECOND FLOOR PLAN

ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA  
 JANUARY 24, 1980 OFF. REC.

EXHIBIT "A" PAGE

SHEET 6 OF 12

# THE COLONIAL HOUSE, A CONDOMINIUM



**SURVEYOR'S NOTES:**

1. THE 3RD FLOOR FINISHED FLOOR ELEVATION IS 24.38.
2. THE 3RD FLOOR FINISHED CEILING ELEVATION IS 32.38.
3. ——— INDICATES LIMITS OF THE UNITS.
4. (901) INDICATES UNIT IDENTIFICATION NUMBER.
5. ALL AREAS AND IMPROVEMENTS THEREON THAT ARE NOT INCLUDED WITHIN THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. FOR THE INDIVIDUAL FLOOR PLANS OF THE UNITS REFER TO THE TYPICAL FLOOR PLANS ON SHEETS 8, 9, 10 AND 11.
7. THE LAUNDRY AND STORAGE ROOMS SHOWN ARE A COMMON ELEMENT OF THE CONDOMINIUM.

THIRD FLOOR PLAN

ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA  
 JANUARY 24, 1980

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EXHIBIT "A"

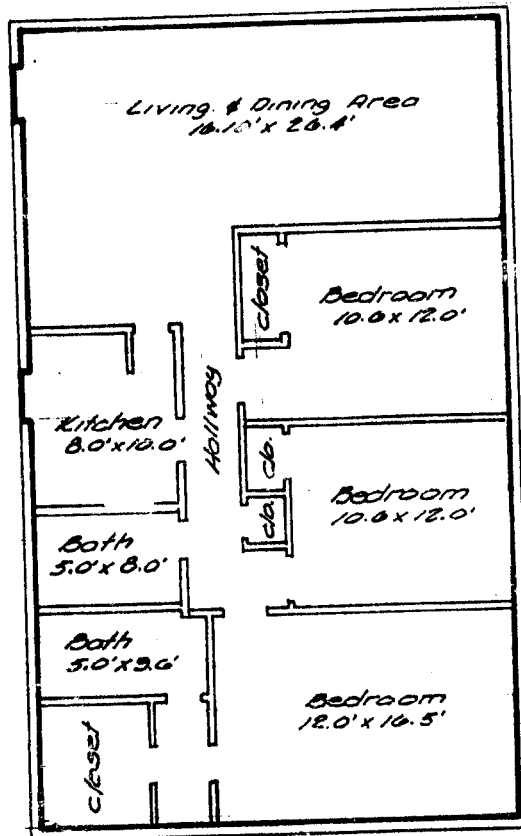
PAGE

SHEET 7 OF 12

2225

1949

# THE COLONIAL HOUSE, A CONDOMINIUM



TYPICAL UNIT A

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL ELEMENTS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR IT'S LOCATION WITHIN THE BUILDING.
4. UNIT PLAN SHOWN IS REPRESENTATIONAL, DIMENSIONS MAY VARY SLIGHTLY.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA  
JANUARY 24, 1980

EXHIBIT "A"

SHEET 8 OF 12

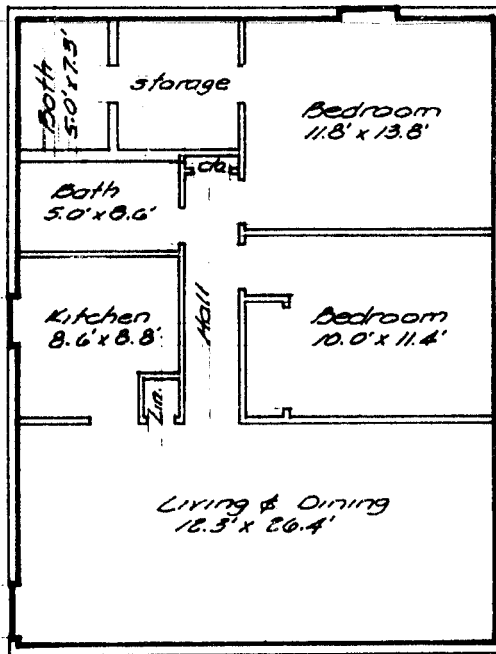
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1944

# THE COLONIAL HOUSE, A CONDOMINIUM



TYPICAL UNIT 'B'

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL ELEMENTS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR IT'S LOCATION WITHIN THE BUILDING.
4. UNIT PLAN SHOWN IS REPRESENTATIONAL, DIMENSIONS MAY VARY SLIGHTLY.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA  
JANUARY 24, 1980 OFF. REC.

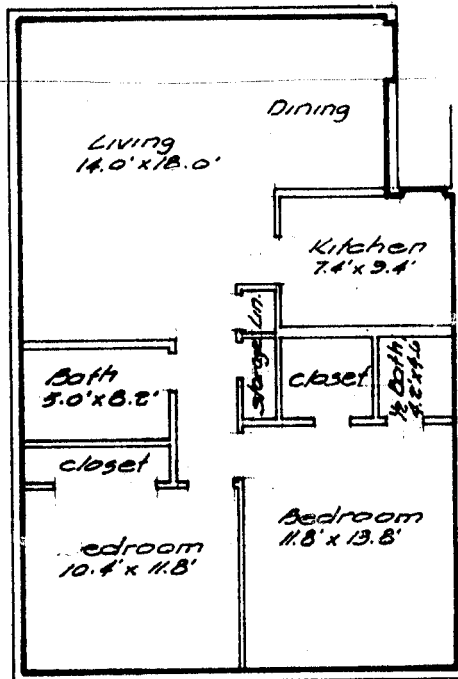
EXHIBIT "A" PAGE

SHEET 9 OF 12

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1945

# THE COLONIAL HOUSE, A CONDOMINIUM



TYPICAL UNIT 'C'

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL ELEMENTS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR IT'S LOCATION WITHIN THE BUILDING.
4. UNIT PLAN SHOWN IS REPRESENTATIONAL, DIMENSIONS MAY VARY SLIGHTLY.

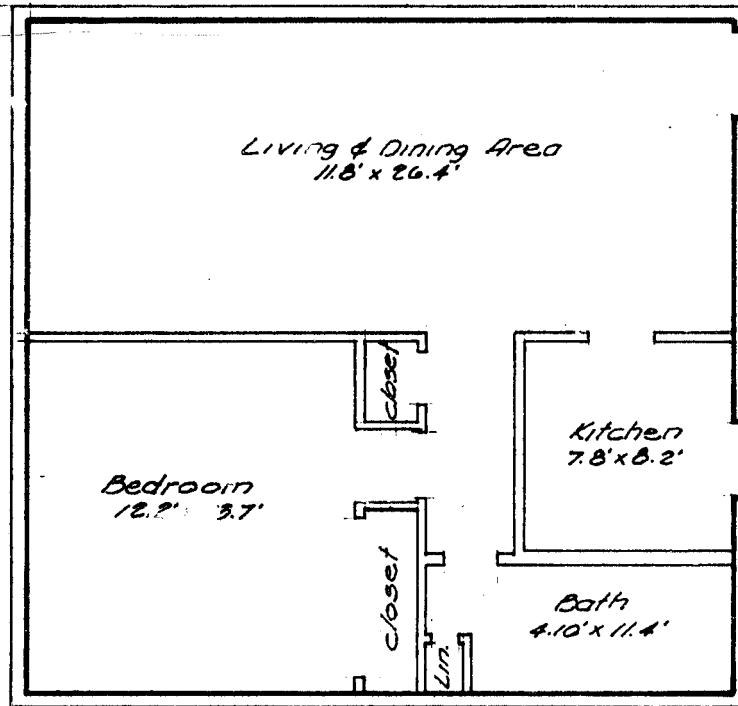
ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA  
JANUARY 24, 1980 OFF. REC.

EXHIBIT "A" PAGE

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# THE COLONIAL HOUSE, A CONDOMINIUM



TYPICAL UNIT 'D'

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL ELEMENTS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR IT'S LOCATION WITHIN THE BUILDING.
4. UNIT PLAN SHOWN IS REPRESENTATIONAL, DIMENSIONS MAY VARY SLIGHTLY.

ALLEN ENGINEERING, INC.  
COCA BEACH, FLORIDA  
JANUARY 24, 1980

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EXHIBIT "A"

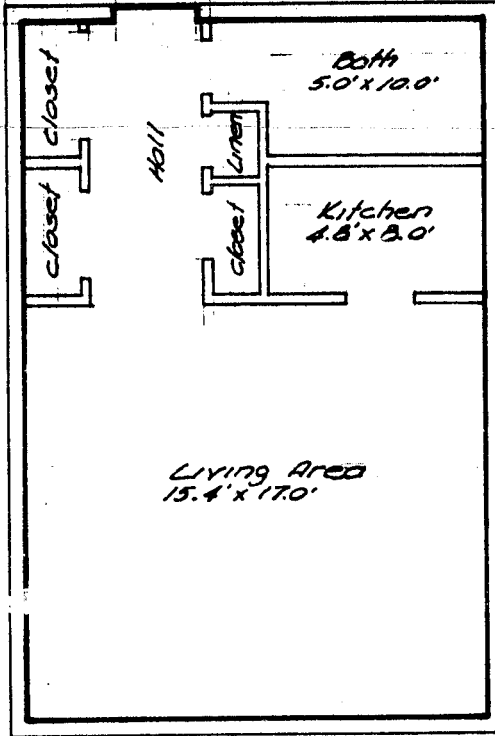
PAGE

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1947

# THE COLONIAL HOUSE, A CONDOMINIUM



TYPICAL UNIT E

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL ELEMENTS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR IT'S LOCATION WITHIN THE BUILDING.
4. UNIT PLAN SHOWN IS REPRESENTATIONAL, DIMENSIONS MAY VARY SLIGHTLY.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA  
JANUARY 24, 1980

EXHIBIT "A"

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1948

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE COLONIAL HOUSE ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on February 21, 1980, as shown by the records of this office.

The charter number of this corporation is 751172.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the

22nd day of February, 1980



CER 101 Rev. 5-79

George Firestone  
Secretary of State

Exhibit "B"

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ARTICLES OF INCORPORATION

OF

THE COLONIAL HOUSE ASSOCIATION, INC.

(A corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

ARTICLE I - Name

The name of the proposed corporation shall be

THE COLONIAL HOUSE ASSOCIATION, INC.

ARTICLE II - Purpose

The purpose and objects of the corporation shall be to administer the operation and management of a condominium to be established hereunder by JOHN RONDINELLI, INC. and M C REAL ESTATE COUNSELORS, INC. in these articles referred to as the "Developer", the condominium apartment complex to be established in accordance with the laws of the State of Florida upon that certain real property situate, lying and being in Brevard County, Florida, to-wit:

Lots 4 and 5 of COLUMBIAD PLAZA  
SUBDIVISION, according to the  
Plat thereof recorded in Plat Book 18  
at Page 9 of the Public Records of  
Brevard County, Florida

and to undertake the performance of the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration of Condominium which will be recorded in the Public Records of Brevard County, Florida, at the time said property, and the improvements now or hereafter situate thereon are submitted to plans of condominium ownership and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium.

The corporation shall be conducted as a nonprofit organization for the benefit of its members.

These Articles of Incorporation shall not constitute notice to anyone, regardless of whether a copy of these Articles of Incorporation shall be recorded in the Public Records of Brevard County, Florida, of any right, title or interest in the aforesaid land by or on the part of this Corporation, and these Articles of Incorporation shall not encumber the aforesaid land in any manner.

ARTICLE III - POWERS

The Corporation shall have the following powers:

1. It shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said corporation or exercised by it

Exhibit "B"

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1950

under any other applicable laws of the State of Florida including the Condominium Act, Chapter 718, of the Florida Statutes, 1978 Supplement.

2. It shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

A. To make and establish reasonable rules and regulations governing the use of apartment units and the common elements in the condominium as said terms may be defined in said Declaration of Condominium.

B. To levy and collect assessments against members of the Corporation to defray the common expenses of the condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property, whether real or personal, including the apartment units in the condominium which may be necessary or convenient in the operation and management of the condominium and in accomplishing the purposes set forth in said Declaration of Condominium.

C. To maintain, repair, replace, operate and manage the condominium and the property comprising same, including the right to reconstruct improvements after casualty, and to make further improvements of the condominium property.

D. To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the Corporation except those which may be required by the Declaration of Condominium to have approval of the Board of Administration or membership of the Corporation.

E. To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the condominium as the same may be hereafter established.

F. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquires leaseholds, memberships and other possessory or use interest in land or facilities, including recreational and communal facilities, whether or not contiguous to lands of the condominium, to provide enjoyment, recreation, or other use or benefit to the owners of the apartment units, all as may be deemed by the Board of Administration to be in the best interest of the Corporation.

G. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to said Declaration of Condominium or the Statutes of the State of Florida.

#### ARTICLE IV - Members

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. The owners of all apartment units in the condominium shall be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in paragraph 5 of this Article IV.

2. Membership shall be established by the acquisition of fee title to an apartment unit in the condominium or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any apartment unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more apartment units, or who may own a fee ownership interest in two or more apartment units, so long as such party shall retain title to or a fee ownership interest in any apartment unit.

3. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to this apartment unit. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium and in the said By-Laws.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each apartment unit in the condominium, which vote may be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one apartment unit, such member shall be entitled to exercise or cast as many votes as he owns apartment units, in the manner provided by the said By-Laws.

5. The Developer shall retain control of the Corporation and shall be entitled to elect all members of the Board of Administration thereof until the Developer has conveyed title to 15 percent of the apartment units to the initial purchasers thereof, at which time the apartment unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration.

Apartment unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration as follows:

- (a) Three (3) years after sales by the Developer have been closed on 50 percent of the apartment units; OR
- (b) Three (3) months after sales have been closed by the Developer on 90 percent of the apartment units; OR
- (c) When none of the unsold apartment units are being offered for sale in the ordinary course of business; or
- (d) On February 1, 1982.

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners to elect the members of the Board of Administration. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

ARTICLE V - Term

The corporation shall have perpetual existence.

ARTICLE VI - Location

The principal office of the corporation shall be located at 230 Columbia Drive, Cape Canaveral, Florida, 32920 but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Administration.

ARTICLE VII - Board of Administration

The affairs of the corporation shall be managed by the Board of Administration. The first Board of Administration of the corporation shall consist of three (3) members, as named herein. All members of the Board shall be elected at the annual meeting of the members as provided in the By-Laws.

The number of members of the Board of Administration may be increased by the owners at the meeting of the owners at which the owners take over control of the corporation from the Developer and may be increased after that time in the manner provided in the By-Laws of the corporation. Subsequent members of the Board of Administration must be a member of the corporation or the authorized representative of a member corporation or of any other legal entity which is a legal member. The members of the Board of Administration named in these Articles will serve until their successors have been elected and qualified and so long as the Developer is entitled to elect any board member, such board member as the Developer is entitled to elect shall be designated by the Developer.

The names and addresses of the members of the first Board of Administration are as follows:

<u>Name</u>	<u>Address</u>
JACK C. MOLINE	517 Naish Avenue Cocoa Beach, Florida 32931
CHARLOTTE MOLINE	517 Naish Avenue Cocoa Beach, Florida 32931
JOHN RONDINELLI	650 N. Atlantic Avenue Cocoa Beach, Florida 32931

ARTICLE VIII - Officers

The Board of Administration shall elect a President, Vice President, Secretary and Treasurer, or Secretary/Treasurer, and as many additional Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Administration shall determine. The President shall be elected from among the membership of the Board of Administration but no other officer needs to be a Board member. The same person may hold two offices, the duties of which are not incompatible, provided, however, that the President and Vice President shall hold no other office. The affairs of the corporation shall be administered by the officers of the corporation. The officers of the corporation shall be elected by the Board of Administration at its first meeting following the meeting of the members of the association, at which the members of the Board of Administration are elected. The names of the first officers of the corporation who will serve until their successors are elected are as follows:

PRESIDENT	JACK C. MOLINE
VICE PRESIDENT	CHARLOTTE MOLINE
SECRETARY/TREASURER	JOHN RONDINELLI

The addresses of the foregoing officers are stated in Article VII above.

ARTICLE IX - Subscribers

The subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Administration of the corporation, the names of the subscribers and their respective post office addresses being more particularly set forth in Article VII above.

ARTICLE X - By-Laws

The original By-Laws of the corporation shall be adopted by the Board of Administration, and thereafter such By-Laws may be altered or rescinded by the affirmative vote of two-thirds (2/3) of the members as provided in the By-Laws, after the owners have taken control of the Association and prior to that time by majority vote of the Board.

ARTICLE XI - Indemnification

Every Board member and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a board member or officer of the Corporation, whether or not he is a board member or officer of the Corporation at the time such expenses are incurred, except in such cases wherein the board member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the board member or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Administration approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board member or officer may be entitled.

ARTICLE XII - Amendment

These articles may be amended in either of the following manners:

1. So long as the Developer is entitled to elect a majority of the members of the Board of Administration as provided in the Declaration of Condominium establishing the Condominium project which will be administered by this Corporation, the Developer amend these Articles of Incorporation by a majority vote of the Board of Administration.

2. After the owner members of the Corporation have become entitled to elect a majority of the Board of Administration as provided herein, any amendment to these Articles of Incorporation must be approved as follows:

(a) An amendment may be proposed by the Board of Administration of the Corporation acting upon a vote of the majority of the members of the Board of Administration, or it may be proposed by members of the Corporation owning a majority of the apartment units in the condominium whether meeting as members or by instrument in writing signed by them.



(b) Upon any amendment being proposed by said Board of Administration or members, such proposed amendment shall be transmitted to the President of the Corporation who shall thereupon call a Special Meeting of the members of the Corporation, for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Corporation, postage thereupon prepaid.

(c) Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

(d) At the special meeting, the amendment must be approved by an affirmative vote of not less than 75 percent of the members in order for such amendment to become effective. Thereupon, the amendment shall be transcribed and certified in such form as is necessary to register the same with the Secretary of State of Florida; and upon the registering of same, a certified copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date the amendment was registered.

(e) At any meeting held to consider an amendment, the written vote of any member of the Corporation shall be recognized if such member is not in attendance at such meeting or is represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

#### ARTICLE XIII - Description of Condominium Project

The Colonial House, a Condominium, is located at 230 Columbia Drive, Cape Canaveral, Florida, 32920. The project is a single phase conversion of a former apartment complex to the condominium form of ownership. The project is situated on a parcel of land having a frontage of approximately 400 feet on Columbia Drive, City of Cape Canaveral, Brevard County, Florida. The Colonial House, a Condominium, consists of fifty-four (54) individual condominium units, two (2) of which are three bedroom, thirty-nine (39) of which are two bedroom, eleven (11) of which are one bedroom and two (2) of which are studios, and which are located in a three-story building.

Notwithstanding the foregoing provisions of Article XII, no amendment to these Articles shall be made, adopted or become effective without the prior written consent to such amendment having been first obtained from the Developer, until the Developer shall have sold and conveyed title to at least 90 percent of the apartment units, or until the Developer voluntarily terminates its control of the corporation, or until February 1, 1982, whichever first occurs.

#### ARTICLE XIV - Resident Agent

The name and address of the Resident Agent of this Corporation is as follows:

Jack C. Moline  
230 Columbia Drive  
Cape Canaveral, Florida 32920

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 13<sup>th</sup> day of February, 1980.

*Jack C. Moline* (L.S.)  
JACK C. MOLINE

*Charlotte Moline* (L.S.)  
CHARLOTTE MOLINE

*John Rondinelli* (L.S.)  
JOHN RONDINELLI

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared JACK C. MOLINE, CHARLOTTE MOLINE and JOHN RONDINELLI, who being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed this 13<sup>th</sup> day of February, 1980.

*Katherine B. Diamondis*  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires June 4, 1983

BY-LAWS

THE COLONIAL HOUSE ASSOCIATION, INC.

(A corporation not for profit)

1. IDENTITY

These are the By-Laws of THE COLONIAL HOUSE ASSOCIATION, INC., a corporation not for profit, existing under the laws of the State of Florida. The Articles of Incorporation of THE COLONIAL HOUSE ASSOCIATION, INC. were filed in the Office of the Secretary of State of Florida.

The Colonial House Association, Inc. has been organized for the purpose of administering the operation and management of The Colonial House, a Condominium, a Condominium project, which will be established in accordance with the Condominium Act of the State of Florida on the real property described in Article II of the Articles of Incorporation of the Association (Exhibit "B" to the Declaration of Condominium), which real property is located in the City of Cape Canaveral, Brevard County, Florida.

The Colonial House, a Condominium, consists of fifty-four (54) individual condominium units which are located in a three-story building.

A. The provisions of these By-Laws are applicable to the condominium and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration of Condominium, which is to be recorded in the Public Records of Brevard County, Florida. The terms and provisions of the Articles of Incorporation or the Declaration of Condominium are to be controlling wherever either or both of them may be in conflict with any provision of these By-Laws.

B. All present or future owners, tenants, or their employees, or any other person who might use the condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in the Articles of Incorporation and the Declaration of Condominium.

C. The mere acquisition or rental of any of the apartment units of the condominium or the mere act of occupancy of any of the units will signify that these By-Laws, the Charter provisions, and the regulations in the Declaration of Condominium are accepted, ratified and will be complied with by all persons occupying or using any of the units or common elements.

D. The fiscal year of the Association shall be the calendar year unless the Board of Administration shall designate a different fiscal year.

The seal of the Association shall bear the name of the Association, the word "Florida", the words "corporation not for profit" and the year 1980, an impression of which seal is as follows:

The office of the Association shall be 230 Columbia Drive, Cape Canaveral, Florida, 32920 until such time as the Board of Administration designates a different location for the office.

Exhibit "C"

OFF. REC.

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2. MEMBERSHIP, VOTING, QUORUM, PROXIES

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

B. A quorum for all meetings of members of the Association shall consist of that number of members entitled to cast a majority of the votes of the entire membership of the Association.

C. The vote of the owners of an apartment unit owned by more than one person or by a corporation or other entity shall be cast by the person to be named in a written notice filed by all of the owners of the apartment unit, or by the authorized representative of the corporation or other entity owning an apartment unit, which notice shall be filed with the Secretary of the Association. Such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

D. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and must be filed with the Secretary before the appointed time of the meeting. Proxies must be in writing and in a form similar to one to be provided by the Association upon request by an owner and which, in any event, shall be included with each notice of a meeting of the members of the Association.

E. Approval or disapproval of an apartment unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

F. Except where otherwise required under the provisions of the Articles of Incorporation, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by Law, the affirmative vote of the owners of a majority of the apartment units represented at any duly called meeting of members at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERS

A. The annual meeting of members shall be held at a place specified in the notice of the meeting, at 2:00 p.m. on the first Saturday in February of each year for the purpose of electing the Board and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday.

B. Special meetings of members shall be held whether called by the President or Vice President, or by a majority of the Board, and must be called by the President upon receipt of a written request therefor from members owning a majority of the apartment units. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of fourfifths (4/5) of the vote present, counting proxy votes.

C. Notice of all meetings of members, regular or special, shall be given by an officer of the Association in accordance with the call for that meeting to each member unless such notice is waived in writing. The notice shall be written and shall set the time and place of, and the object for which the meeting has been called. Such notice shall be posted on the bulletin board in the mailroom at least

fourteen (14) days prior to the date of the said meeting. In addition to the posting of said notice, each member shall be given not less than fourteen (14) days' written notice of each such meeting. Such notice shall be presented personally to the member or shall be mailed to the member at the post office address of the member as it appears on the records of the Association. Proof of delivery or mailing of such notice shall be given by affidavit of the person so delivering or mailing the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and said waiver may be made through proxy of the member. All such waivers of notice shall be filed in the records of the Association.

D. If any called meeting of members cannot be held because a quorum is not in attendance, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

E. At meetings of the membership, the President or, in his absence, the Vice President shall preside or, in the absence of both, the membership shall elect a chairman.

F. The order of business at annual meetings of members and, as far as practical, at any other meetings of the members shall be:

- (i) Calling of the roll and certifying of proxies
- (ii) Proof of notice of meeting or waiver of notice
- (iii) Reading of minutes
- (iv) Reports of officers
- (v) Reports of committees
- (vi) Appointment of Chairman of Inspectors of Election
- (vii) Election of Board Members
- (viii) Unfinished business
- (ix) New business
- (x) Adjournment

G. Meetings of the members shall be held at such place as may be designated in the notice of the meeting.

#### 4. BOARD OF ADMINISTRATION AND OFFICERS

The Board of Administration shall initially consist of three (3) members. The number of members of the Board of Administration may be increased by the owners at the meeting at which the owners take over control of the corporation from the Developer and may be increased after that time by amendment to these By-Laws.

A. Term of Office. Each Board Member shall serve for a term of one (1) year or until his successor has been elected as provided herein, unless such member shall resign, become incapacitated or shall die, in which event his membership shall terminate upon the happening of said event. However, the members of the first Board of Administration elected by the owners at the meeting at which control of the Association is turned over to the owners shall serve until the next annual meeting of the owners at which meeting their successors shall be elected. Resignation of a member of the Board shall become effective when notice thereof is delivered to the Secretary. All of the members of the Board of Administration shall be elected at the annual meeting of the members. Any member of the Board may be removed from office by the affirmative vote of a majority of the members voting at any duly called meeting of the members. Membership of a Board member shall terminate upon conveyance of title to such member's last unit.

#### B. Successor Board Members.

(i) The successor to any member who shall be removed from office shall be elected by the members of the Association at the

meeting of the members at which such board member was removed from office, and the Board member so elected shall serve for the remainder of the term of the board member who was removed.

(ii) The successor to any board member who shall die, resign, become otherwise unable to serve or who shall convey title to such member's last unit, shall be elected by the remaining members of the Board of Administration to serve for the balance of the term of the said Board Member.

C. The number of Board Members to be elected shall be stated by the Chairman at the meeting of the members at which an election of Board Members is to take place, and ballots providing for the writing in of the names of the number of Board Members so designated by the Chairman shall be distributed to the members for voting. Cumulative voting shall not be permitted, and no member may vote more than once for any single Board Member. The persons receiving the highest number of votes shall be elected Board Members. Nominations may be made by members prior to the election and each person so nominated may make a speech not to exceed five (5) minutes in duration prior to the election. However, it shall not be necessary for a person to be nominated in order to be elected by a Board Member. No person shall be elected a Board Member who is not a member of the Association or a designated representative of a corporation or other entity which is a member of the Association.

D. The annual organizational meeting of the Board shall be held immediately following the adjournment of the annual meeting of members of the Association. However, if a quorum is not present at that time, the members of the Board who are present for the annual organizational meeting shall designate a time and place for the holding of the annual organizational meeting, which meeting shall be held within ten (10) days thereafter.

E. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board members, but at least four (4) such meetings shall be held during each fiscal year.

F. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of a majority of the Board. No less than three (3) days' notice of a meeting shall be given to each Board Member, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

G. Notice of Meetings. Except in cases of emergency, notice of all meetings of the Board of Administration shall be posted on the bulletin board in the mailroom at least forty-eight (48) hours in advance of the time of the meeting.

H. The officers of the Association shall be elected annually by the Board of Administration at the organizational meeting of each Board, and shall serve for the ensuing year or until their successors shall be elected. Each such officer so elected shall hold office at the pleasure of the Board, and any officer may be removed from office by a vote of a majority of the Board Members, either with or without cause, and his successor shall be elected at the meeting at which the officer has been removed from office.

I. Waiver of Notice. Any Board Member may waive individual notice of any special meeting and such waiver shall be deemed equivalent of giving individual notice. However, except in cases of emergency, no Board Member may waive the posting of notice of the Board's meeting as required herein. Attendance by a Board Member at a meeting of the Board shall constitute waiver of individual notice to that Board Member of the time and place of that meeting.

J. All meetings of the Board shall be open to all unit owners and members of the Association.

K. Board Members and Officers' fees, if any, shall be determined by the members of the Association.

L. All the powers and duties of the Association shall be exercised by the Board, including those existing under the common law and statutes, Articles of Incorporation of the Association, these By-Laws, and the Declaration. Such powers and duties shall be exercised in accordance with the Articles of Incorporation, these By-Laws, and the Declaration and shall include, without limiting the generality of the foregoing, the following:

(i) To make, levy and collect assessments against members and members' apartment units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association, subject to the right of the members of the Association to change such assessments as provided in these By-Laws.

(ii) The maintenance, repair, replacement, operation and management of the condominium, wherever the same is required, to be done and accomplished by the Association for the benefit of its members.

(iii) The reconstruction of improvements after casualty, and further improvements of the property, real and personal.

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

(v) To approve or disapprove proposed purchasers and lessees of apartment units in the manner specified in the Declaration.

(vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including apartment units in the condominium, as may be necessary or convenient in operating and managing the condominium, and in accomplishing the purposes set forth in the Declaration.

(vii) To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have the approval of the members.

(viii) To enforce by legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and any regulations hereinafter promulgated governing the use of the property in the condominium.

(ix) To pay all taxes and assessments which are liens against any part of the condominium other than apartment units and the appurtenances thereto, and to assess the same against the members and their respective apartment units subject to such liens.

(x) To carry insurance for the protection of the members and the Association against casualty and liability.

(xi) To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate apartment units, and

(xii) To employ personnel to perform the services required for proper administration of the Association.

M. The undertakings and contracts authorized by the said first Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board duly elected by the membership.

#### 5. OFFICERS

A. All officers shall be elected by the Board. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President shall be a member of the Board of Administration. The Board Members may appoint an assistant secretary, an assistant treasurer, and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be combined by action of the Board.

B. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the owners, from time to time, as he may, in his discretion, decide is appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

D. The Secretary shall have custody of, and maintain all of the corporate records except the financial records; shall record the minutes of all meetings of the Board, send out all notices of meetings and perform such other duties as may be directed by the Board and President. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed.

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

#### 6. FISCAL MANAGEMENT

Fiscal management will be as set forth in the Declaration, supplemented by the following:

A. Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

(1) Current expense, which will cover anticipated operating expenditures within the fiscal year for which the budget is made. This account may include an operating reserve not to exceed fifteen percent (15%) of the total projected annual common expenses for each fiscal year. Any balance in this account at the end of each fiscal year shall be applied to the current expense account for the ensuing fiscal year.

(2) Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.



(4) Betterments, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

B. Budget. The Board shall prepare a proposed annual budget of common expenses for the next ensuing fiscal year of the Association at least sixty (60) days before the end of the then current fiscal year, and a copy of the proposed budget shall be promptly delivered or mailed to each member, together with a notice of the time and place of the meeting of the Board at which final adoption of the proposed budget will be considered by the Board, which meeting shall be held within thirty (30) days of the date of the meeting at which the proposed budget was prepared by the Board.

If the budget as finally adopted by the Board requires assessment against the unit owners for the ensuing fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the current year, the members of the Association may contest the budget in the following manner. Upon written application of ten percent (10%) of the unit owners, being delivered to the Board, the Board shall call a special meeting of the members, which meeting shall be held upon not less than fifteen (15) days written notice to each member of the Association and no later than thirty (30) days after delivery of the application to the Board. At this special meeting the members may consider and enact a revision of the budget or recall any and all members of the Board and elect their successors. Such revision of the budget and recall and election of successor board members shall require the affirmative vote of not less than a majority of all of the members. In the event that a majority of all of the members shall approve a budget proposed by the Board, either at a duly called meeting of the members or by writing, such budget shall not thereafter be reexamined by the members in the manner set forth hereinabove, nor shall any members of the Board be recalled under the provisions for recall hereinabove stated.

In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments for the current year, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of the condominium property or in anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for betterments to the condominium property, which assessments were made in accordance with other provisions of these By-Laws.

So long as the Developer is in control of the Board, the Board shall not impose an assessment for the ensuing fiscal year greater than one hundred fifteen percent (115%) of the current fiscal year's assessment unless such additional assessment has been approved by a majority of all of the members either at a meeting of the members or by writing.

The budget shall include provisions for estimated funds required to defray and pay the estimated common expenses and may include funds for reserves and betterments, as described above under "Accounts" as follows:

(1) Current expense. This may include an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year.

(2) Reserve for deferred maintenance, the amount for which will not exceed 10% of the budget for this account for the prior year; however, this provision shall not apply to the first budget in which provision is made for a reserve for deferred maintenance.

(3) Reserve for replacement, the amount for which will not exceed 105% of the budget for this account for the prior year; however, this provision shall not apply to the first budget in which provision is made for a reserve for replacement.

(4) Betterments.

Items (2), (3), and (4) do not have to be funded as long as the Developer is in control of the Board.

The budget shall project income and anticipated expenses in reasonable detail. Failure of the Board to include any item in the budget shall not preclude the Board from levying additional assessments in any fiscal year for which the budget has been projected; provided, however, the limitations of this paragraph (B) entitled "Budget", shall apply to any additional assessment, and in the event that such additional assessment would increase the budget for that fiscal year to more than one hundred fifteen percent (115%) of the assessments for the preceding fiscal year. Such additional assessments shall not be valid or enforceable until the procedure set forth under this paragraph B entitled "Budget" as hereinabove stated has been followed.

C. Assessments. Assessments against the members for payment of their shares of budgeted expenses shall be made for each fiscal year in advance. Such assessments shall be due in equal monthly payments on the first (1st) day of each month of the year for which the assessments are made. If a monthly assessment is not timely made for any fiscal year, each member of the Association shall continue to pay the assessment for the preceding fiscal year until such time as the assessment for the then current fiscal year is set by the Board, and in the event that the monthly assessment for the then current fiscal year is different from the monthly assessment for the preceding fiscal year, any deficiency or overage in the monthly assessment payment between the assessment for the preceding year and the current fiscal year shall be adjusted in a manner to be set by the Board.

(1) Notice of the amount of the monthly assessment for each fiscal year shall be given to each member of the Association with that member's copy of the budget for such fiscal year. It shall not be necessary for the Association to mail or deliver monthly notices or requests for payment of assessments to members.

(2) Any assessment payment not made within ten (10) days after it is due shall be delinquent and in default.

(3) Acceleration of assessment installments upon default. If a member shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessments upon notice to the member, whereupon the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the member, or not less than twenty (20) days after the mailing of such notice to such member by registered or certified mail, whichever shall first occur.

(4) Each member, regardless of how the member's title to a unit is acquired, including without limitation a purchaser at a judicial sale, shall be liable for payment of all assessments coming due while such member is the owner of the unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's share of the common expenses up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

(5) The liability for payment of assessments may not be avoided by any member through waiver of the use or enjoyment of any of

the common elements, or the abandonment of the unit against which the assessment has been made.

(6) Assessments and payments thereof which are not paid when due shall bear interest, from ten (10) days after due until paid, at the rate of eight percent (8%) per annum.

(7) Special Assessments. To meet the costs of emergency repairs or replacements of the condominium property, including the common elements, limited common elements, and the units themselves, or to meet other unanticipated expenses which the Association is legally obligated to pay, may be made from time to time by the Board, and the manner of payment of said special assessments shall be set by the Board.

(8) Upon the request of any member, the Association shall furnish a certificate showing the amount of unpaid assessments against that member's unit. The holder of a mortgage or other lien against a member's unit shall have the same right to such certificate for the unit against which such lien is held. Any person other than the member who relies upon such certificate shall be protected thereby.

D. Deposit of Association Funds. All funds of the Association shall be deposited in bank account or accounts to be established from time to time by resolution of the Board. Withdrawals, drafts and orders on all of such bank accounts shall be made in accordance with resolutions therefor to be adopted by the Board.

E. Audit. Periodic audits of the financial books and records of the Association shall be made by such persons and at such times as may be designated by the Board, but at least annually. The reports of such audits shall be available for inspection at all reasonable times, by all members of the Association, and any member requesting a copy of the same shall be furnished such copy.

F. Fidelity Bonds. All officers and directors who control or disburse funds of the Association shall be bonded by the Association under fidelity bonds in such amounts as may be determined and advisable by the Board. Any other officers or directors may likewise be bonded. All premiums on the fidelity bonds should be paid by the Association.

## 7. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and these By-Laws, or with the statutes of the State of Florida.

## 8. AMENDMENTS TO BY-LAWS

These By-Laws may be amended in either of the following manners:

A. So long as the Developer is entitled to elect a majority of the members of the Board as provided herein and in the Declaration, the Developer may amend these By-Laws by a majority vote of the Board.

B. After the members of the Association have become entitled to elect a majority of the Board as provided in the Declaration, any amendment to these By-Laws must be approved as follows:

(1) An amendment may be proposed by resolution of the Board, or an amendment may be proposed in writing by no less than one-third (1/3) of the members of the Association, or may be proposed by resolution of the members at any duly called meeting of the members. All amendments proposed by the members shall be submitted to the President.

(2) The proposed amendment shall be presented to the members for their consideration, at a meeting of the members. The President shall call a meeting for consideration of the proposed amendment and the Secretary shall notify the members of the time and place of the meeting within ten (10) days after the Board has adopted a resolution proposing an amendment, or the President has received written notice that the members have proposed an amendment, as hereinafter provided, and said meeting shall be held within thirty (30) days from the date of the notice.

(3) All amendments must be approved by the affirmative vote of not less than two-thirds (2/3) of the members in order for such amendment to become effective. However, in the event that two-thirds (2/3) or more of the members sign a petition containing a proposed amendment, it shall not be necessary for the members to vote on the proposed amendment at a meeting of the members. Such petition shall be submitted to the Secretary. Within ten (10) days after an amendment has been adopted by vote of the members or by petition of the members, the Secretary shall certify a copy of the amendment and record it in the Public Records of Brevard County, Florida. Each amendment shall specify the date on which it shall become effective but no amendment shall become effective prior to the date on which it is recorded in the Public Records of Brevard County, Florida.

(4) No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. 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 of by-law. See by-law . . . for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

#### 9. LIMITATIONS ON AUTHORITY OF MEMBERS

No member of the Association shall have any authority to individually act for the Association or to bind the Association in any manner, or to incur any liability on behalf of the Association unless such member is an officer of the Association and is acting in the official capacity of such officer.

#### 10. FIDUCIARY RELATIONSHIP

The officers and Board members of the Association shall have a fiduciary relationship to the members.

#### 11. ASSOCIATION MINUTES

Minutes of all meetings of the members and of the Board shall be kept in a businesslike manner and shall be available for inspection by the members at all reasonable times

#### 12. ASSOCIATION ACCOUNTING RECORDS

The Association shall maintain accounting records according to good accounting practices, which records shall be open to inspection by members or their authorized representatives at reasonable times, and written summaries of which shall be supplied at least annually to members or their authorized representatives. Failure of the Association to permit inspection of its accounting records by members or their authorized representatives shall entitle any person prevailing in an action for enforcement of this right to recover reasonable attorney fees from the Association. Such records shall include:

A. A record of all receipts and expenditures.

B. An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account, and any balance due.

13. RIGHT TO INTERVENE

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the members, the Association shall give notice of the exposure within a reasonable time to all members who may be exposed to the liability, and they shall have the right to individually intervene in and defend such action.

14. INSURANCE POLICIES

A copy of each insurance policy obtained by the Association shall be made available for inspection by members at reasonable times.

15. RETENTION OF RECORDS

Minutes of all meetings of the Board of Administration and of the Members of the Association shall be kept in a book available for inspection by the unit owners or their authorized representative and by Board Members at all reasonable times and the Association shall retain those Minutes for a period of not less than seven (7) years.

16. RECALL OF BOARD MEMBERS

Any member of the Board except those members named and appointed by the Developer so long as the Developer is entitled to name and appoint any Members of the Board under the provisions of these By-Laws, the Articles of Incorporation and the Declaration may be recalled and removed from office with or without cause by the vote of or by agreement in writing of a majority of all unit owners. A special meeting of the unit owners to recall a Member or Members of the Board of Administration may be called by 10% of the unit owners giving notice of the meeting as required for a meeting of unit owners and the notice shall state the purpose of the meeting.

17. RULES AND REGULATIONS

Rules and regulations as defined in Section 12 of the Declaration of Condominium may be adopted by the Board. However, no rule or regulation may be adopted or amended by the Board unless thirty (30) days' notice has been given to each member in writing of the Board's intention to adopt or amend the rule or regulation. The members may initiate the adoption or amendment of a rule and regulation or rules and regulations in writing subscribed by 10% or more of the members and after submission of the proposed rule or rules or amendment thereof to the Board, the Board shall call a meeting of the Board subject to the notice required herein, at which meeting the Board shall consider adoption or amendment of the proposed rule or rules.

18. DEFINITIONS

The words defined in this section of these By-Laws shall have the meaning or meanings hereinafter set out for each defined word, for purposes of these By-Laws:

A. Articles of Incorporation or Charter shall mean the instrument by which THE COLONIAL HOUSE ASSOCIATION, INC. was incorporated as a corporation not for profit under the laws of the State of Florida.

B. Association or Corporation shall mean the corporation not for profit as set forth in Exhibit "B" to the Declaration of Condominium which is THE COLONIAL HOUSE ASSOCIATION, INC.

C. Board or Board of Administration shall mean the Board of Administration which operates the condominium-association and as described in the Articles of Incorporation as set forth in Exhibit "B" to the Declaration of Condominium.

D. Board Member shall mean a member of the Association or the representative of a corporate or other legal entity owning a unit who has been elected to membership on the Board and who is then serving on the Board.

E. Condominium shall mean THE COLONIAL HOUSE, a Condominium.

F. Declaration or Delcaration of Condominium shall mean the Declaration of Condominium establishing THE COLONIAL HOUSE ASSOCIATION, INC. under the laws of the State of Florida.

G. Project shall mean the condominium project and all improvements situated thereon and appertaining thereto as described in the Declaration of Condominium.

H. Unit or Apartment Unit shall mean each individual condominium apartment located within the project, together with all appurtenances thereto.

The undersigned, being the Secretary of THE COLONIAL HOUSE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of the Association at a meeting of the subscribers and the Board of Administration for such purposes held on the 29th day of February, 1980.

THE COLONIAL HOUSE ASSOCIATION, INC.

By \_\_\_\_\_  
SECRETARY

# State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of THE COLONIAL HOUSE ASSOCIATION, INC., a Florida corporation not for profit, filed on March 11, 1980, as shown by the records of this office.

The charter number of this corporation is 751172.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
13th day of March, 1980.



CER 101 Rev. 5-79

*George Firestone*  
George Firestone  
Secretary of State

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ARTICLE OF AMENDMENT TO ARTICLES OF INCORPORATION  
OF THE COLONIAL HOUSE ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS that THE COLONIAL HOUSE ASSOCIATION, INC. is a corporation not for profit existing under the laws of the State of Florida, whose present principal address is 230 Columbia Drive, Cape Canaveral, Florida, 32920.

On or about the 29th day of February, 1980, the Board of Administration of The Colonial House Association, Inc. held a special meeting for the purposes of considering the adoption of a proposed Amendment to the Articles of Incorporation of The Colonial House Association, Inc., and on the aforesaid date the Developer, as defined in the Articles of Incorporation, was entitled to elect a majority of the members of the Board of Administration.

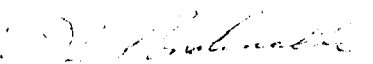
All of the members of the Board of Administration were present and waived notice of the call of the meeting and upon motion duly made and carried, the Board of Administration under the authority given to it by Article XII, paragraph 1, unanimously approved and adopted the following Resolution:

"RESOLVED that Article III, paragraph D of the Articles of Incorporation of The Colonial House Association, Inc. shall be and the same hereby is amended so that hereafter the said paragraph shall read as follows:

ARTICLE III - Powers

D. To contract for the management and maintenance of the condominium property and to authorize the management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the association for such purposes. The association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the association."


IN WITNESS WHEREOF the undersigned Secretary hereby certifies that the aforesaid Amendment was duly adopted by the Board of Administration in the manner stated hereinabove and that the said Amendment is now effective as of the date of this certification.

  
\_\_\_\_\_  
Secretary

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned, personally appeared JOHN RONDINELLI and made oath in due form of law that he executed the foregoing Article of Amendment to Articles of Incorporation of THE COLONIAL HOUSE ASSOCIATION, INC. for the purposes named therein.

WITNESS my hand and seal this 4<sup>th</sup> day of March, 1980.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 4, 1983  
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