

This instrument prepared by:

Paul L. Wean, Esquire
WEAN & MALCHOW, P.A.
646 East Colonial Drive
Orlando, Florida 32803



**CERTIFICATE OF APPROVAL OF AMENDMENTS
TO THE DECLARATION OF CONDOMINIUM OF CASTLE REEF CONDOMINIUM
AND TO THE BY-LAWS OF CASTLE REEF CONDOMINIUM ASSOCIATION, INC.**

The undersigned authorities hereby certify that the Castle Reef Condominium Association, Inc. unit owner members and its Board of Administration have duly adopted the attached amendments to the Declaration of Condominium of Castle Reef, a Condominium and the By-Laws of Castle Reef Condominium Association, Inc. as originally recorded in the Public Records of Volusia County at Official Record Book 1991, Page 830 *et. seq.*, and as subsequently amended of record.

The attached amendments were adopted at a duly called meeting of the members held on August 10, 2004. The amendments to the Declaration were approved by the affirmative vote in person or by proxy of at least sixty-six and two-thirds percent (66 2/3%) of all of the Units, as set forth in Article 8 of the Declaration of Condominium of Castle Reef, a Condominium, and the amendments to the Bylaws were adopted by the affirmative vote of at least a majority of the Members of the Association and of the Board of Administration, as set forth in Article XI of the By-Laws of Castle Reef Condominium Association, Inc.

*RL-
MM
NSB*

Witness our hands and seals this _____ day of September, 2004.

ATTEST:

CASTLE REEF CONDOMINIUM
ASSOCIATION, INC.

"ASSOCIATION"

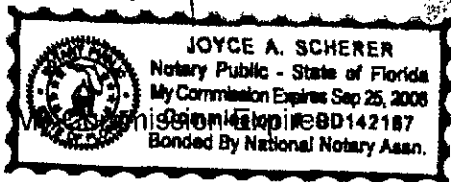
Trudy M. Bryan
Secretary

By: William E. Wheeler
President

STATE OF FLORIDA :
COUNTY OF VOLUSIA :

Before me, the undersigned authority, personally appeared William E. Wheeler and Trudy M. Bryan, to me personally known to be the President and Secretary, respectively, of CASTLE REEF CONDOMINIUM ASSOCIATION, INC., or having produced _____ as identification and did did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 13 day of September, 2004.



Joyce A. Scherer (SIGN)
Joyce A. Scherer (PRINT)
Notary Public, State of Florida at Large

**PROPOSED AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
CASTLE REEF, A CONDOMINIUM**

Proposed additions shown in **bold underlining**
Proposed deletions shown in ~~strikeouts~~
Omitted but unaffected provisions are represented by * * *

* * *

2. CONDOMINIUM NAME, CONDOMINIUM PARCELS,
APPURTENANCES, POSSESSION AND ENJOYMENT.

* * *

D. Each Unit is identified by a specific numerical designation as set forth in Exhibit B attached hereto. In horizontal dimension, each Unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls of each such Unit. In ~~verticle~~ **vertical** dimension, each Unit consists of the space between the top of the unfinished concrete floor and the bottom of the unfinished ceiling of each such Unit. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls floors, and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other utility lines running through his Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper. ~~No floor within a Unit shall be covered with any hard surface material (such as ceramic tiles, stone or terrazzo (sic)) except floors in the kitchen or bathrooms of each unit.~~ **All floor surfaces in a Unit which the Owner or occupant proposes to cover with a hard surface material (including but not limited to ceramic tile, stone, terrazzo or wood) must first submit a written proposal to the Board of Directors showing that there will be an underlayment below the entire hard floor surface with an approved sound-deadening material of a type, quality and quantity required by the Rules and Regulations of the Association. The Association shall be entitled to inspect during and after installation to determine that installation shall or has occurred in accordance with the approved plan. Notwithstanding the foregoing no Owner or occupant shall be allowed to maintain a hard floor surface that constitutes a noise nuisance to other residents, and the Board may require an Owner or occupant to remove the hard floor, restore a prior floor surface and/or supplement the sound deadening properties of any hard surfaced floor to abate the nuisance.**

* * *

22. LEASE OF UNITS.

A. Prior to the lease of any Unit, the Unit Owner shall notify the Board of Administration in writing of the name and address of the person to whom the proposed lease is to be made, the terms and conditions thereof and such other information as may reasonably be required by the Board of Administration. ~~A substantially uniform form of lease, commonly utilized in Volusia County, Florida, shall be used. In addition, the Unit Owner shall tender to prospective lessees a copy of the Articles and By-Laws of the Association, Declaration of Condominium and Rules and Regulations in effect. The prospective lessees must execute a form prepared by the Board of Administration acknowledging receipt of copies of these condominium documents, covenanting to fully abide by them and to be subject to their terms and conditions. (The Unit Owner shall provide the form to prospective lessees.)~~ **A completed Lease/Rental Agreement and Guest Registration form provided and approved by the Board of Administration for leasing or renting units at Castle Reef Condominium shall be required to be completed by each lessee and renter. In addition, the lessee or renter shall register with the Association or its authorized agent immediately upon arrival and receive Parking Permits, Pool Tags, copies of the Rules & Regulations of Castle Reef and be informed of other information that regulates his use of the lease/rental unit and the Castle Reef Common Elements. Parking Permits and Pool Tags must be exhibited at all times when on Condominium Property, and all renters and Lessees shall abide by the Rules and Regulations of the Association. An Owner who has rented or leased a Unit has no other rights to use the Condominium Property, except as a guest of another resident.** Failure to do so shall be deemed a breach hereof, and any lease/rental in contravention of this Article shall be null and void and confer no right or interest to the intended lessee.

B. ~~Within sixty (60) days after its receipt of said notice, proposed lease, said acknowledgement form, duly executed, and such supplemental information as it may reasonably require, the Board of Administration may review the proposed lease and determine that the prospective lessees have executed the acknowledgement form.~~
[RESERVED FOR FUTURE USE]

C. The proposed lessees shall consist of not more than ~~two (2)~~ **four (4)** ~~persons per one (1) bedroom unit and not more than six (6) persons per two (2) bedroom unit.~~ **persons per bedroom in the Unit to be leased/rented, and no** ~~No~~ **pets** shall be permitted in leased Units except in connection with leases for periods exceeding six (6) months.

D. ~~The proposed leases may take effect upon completion of the Board of Administration's review of the aforementioned documents within said sixty (60) day period.~~ **[RESERVED FOR FUTURE USE]**

* * *

24. LIMITED COMMON ELEMENTS.

There may be Limited Common Elements appurtenant to Units in this condominium, as reflected by the condominium survey attached as Exhibit B hereto, which shall include, but not be limited to, patios, balconies, and parking spaces which are ~~specifically~~ specifically designated and delineated. These Limited Common Elements are reserved for the use of the Units to which they are appurtenant or assigned to the exclusion of other Units, and there shall pass with a Unit as an appurtenance thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned.

Any expenses of maintenance, repair or replacement of Limited Common Elements shall be treated and paid for as a part of the Common Expenses of the Association, ~~but shall be assessed against the individual Unit Owner and Unit to which such Limited Common Elements are appurtenance or assigned.~~ Exterior surfaces of patios and balconies shall be treated as Common Elements for this purpose.

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Prepared by: Paul L. Wean, Esquire
Dated: June 2, 2004

**PROPOSED AMENDMENT TO THE
BY-LAWS OF
CASTLE REEF CONDOMINIUM ASSOCIATION, INC.**

Proposed additions shown in **bold underlining**
Proposed deletions shown in ~~strikeouts~~
Omitted but unaffected provisions are represented by * * *

* * *

ARTICLE II

DIRECTORS

Section 1. Number and Term. The number of Directors ("Directors") which shall constitute the Association's Board of Administration shall be five (5). All Directors shall be members of the Association. At the annual meeting of the Association in 1989, two (2) Directors shall be elected for a term of two (2) years and three (3) Directors shall be elected for a term of one (1) year. At each annual meeting of the Association thereafter, the then available Director's seats shall be filled by election of two (2) Directors for a term of two (2) years and election of one (1) Director for a term of one (1) year. ~~No Director may serve for more than three (3) consecutive terms not to exceed five (5) consecutive years.~~

* * *

Section 5. Powers. The property and business of the Association shall be managed by the Board of Administration, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration. The powers of the Board of Administration shall specifically include, but not be limited to, the following:

A. To levy and collect regular and special assessments. However, any assessment **which is not directly related to the maintenance, repair or replacement of the Condominium Property and which exceeds three five** hundred dollars (\$300.00) ~~(\$500.00)~~ per unit must be submitted to the membership ~~to be voted on at a duly noticed meeting of the Association for approval.~~ This special Assessment limit shall not apply in the event of dire **an** emergency when the Board of Administration has reason to believe that a quorum of owners is not available to attend such a meeting either in person or by proxy ~~and if the special Assessment is made for items of necessary maintenance, repair or replacement.~~

* * *

ARTICLE V
MEETINGS OF MEMBERSHIP

* * *

Section 4. Special Meetings.

* * *

C. Notwithstanding the above, in the event emergency maintenance, repairs, or replacements are required to the Common Elements, Limited Common Elements or Association Property, as determined by the Board of Administration, the Board may levy a special Assessment up to a maximum of ~~three~~ five hundred dollars (~~\$300.00~~) (\$500.00) per Unit per year without the necessity of first calling a membership meeting to approve ~~consider~~ said expenditures. This special Assessment limit shall not apply in the event of dire an emergency or when the Board of Administration has reason to believe that a quorum of owners is not available to attend a meeting either in person or by proxy, and if or when the special assessment is ~~made for items of necessary maintenance, repair or replacement~~ directly related to the maintenance, repair or replacement of the Condominium Property.

* * *

Section 5. Quorum. Section 5. Quorum. Members owning a majority thirty-five percent (35%) of the total Units, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except s otherwise provided by statute, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy shall have the power to adjourn and reconvene the meeting from time to time, without notice other than announcement at the meeting until a quorum without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned and reconvened meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. An exception to the foregoing requirements shall apply for the resolution of issues that have been presented in writing with voting proxy forms to the Association Members by certified mail at least thirty (30) days in advance of a properly noticed Membership meeting. Such issues may be decided by a majority vote of all voting interests present or represented at any such Association meeting. All other issues presented at such a meeting that do not qualify for this exception must be deferred for decision unless voting interests present or represented at the meeting are a majority of all Unit Owners.

* * *

ARTICLE X

OBLIGATIONS OF MEMBERS

* * *

B. Maintain, repair and replace, at his own cost and expense, all portions of his Unit requiring maintenance, repair or replacement, including, but not limited to, air conditioning and heating equipment, hot water heaters, and all other appliances and equipment (including any facility and connections required to provide utility service to serve the Unit and no other), paint, decorate and finish interior surfaces of perimeter walls, interior walls, ceilings and floors of the Unit, the concrete floors and interior surfaces of the exterior walls of the balcony and/or patio serving his unit even though the same may constitute a Limited Common Element, and replace all screens, windows, and plate glass installations (including glass doors) forming a portion of the perimeter of the Unit, and pay for any utilities which are separately metered to his Unit; provided, however, that no Unit Owner shall make any alteration, decoration, repair, replacement; ~~or change; nor~~ or paint; ~~nor~~ ~~or~~ place any screens, жалousies or other enclosures on balconies or patios or any other ~~parts~~ **exterior surfaces** of the Unit, Common Elements, Limited Common Elements or Condominium Building without the prior written approval of the Board of Administration. No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement. The Board of Administration shall give its approval or disapproval to such proposals within sixty (60) days of its receipt of a Unit Owner's request.