

1777
book 2094 page 163

INDEX
TO DECLARATION OF CONDOMINIUM
OF
THE REEF, A CONDOMINIUM

	<u>PAGE</u>
I. ESTABLISHMENT OF CONDOMINIUM	1
II. SURVEY AND DESCRIPTION OF IMPROVEMENTS	1
III. OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES	2
IV. APARTMENT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS	3
V. DEVELOPER'S ALTERATION OF UNIT PLANS DEVELOPER'S RIGHT TO ALTER UNIT PLANS	4
VI. AMENDMENT OF DECLARATION TO ALTER UNIT PLANS	4
VII. ADMINISTRATION OF CONDOMINIUM BY THE REEF CONDOMINIUM ASSOCIATION, INC.	4
VIII. MEMBERSHIP AND VOTING RIGHTS	4
IX. COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN AND ENFORCEMENT, LIMITATIONS	5
X. INSURANCE COVERAGE, USE AND DISTRIBUTION OF PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY	8
XI. RESPONSIBILITY FOR MAINTENANCE AND REPAIRS	10
XII. USE RESTRICTIONS	11
XIII. LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT	12
XIV. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION	12
XV. AMENDMENT OF DECLARATION	12
XVI. TERMINATION OF CONDOMINIUM	13
XVII. ENCROACHMENTS	14
XVIII. ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES	15
XIX. ESCROW FOR INSURANCE PREMIUMS	15

Recorded at O.R. book 2094 , pages 1627-1676

	<u>PAGE</u>
XX. REAL PROPERTY TAXES DURING INITIAL YEAR OF CONDOMINIUM	15
XXI. RESPONSIBILITY OF APARTMENT OWNERS	15
XXII. WAIVER	15
XXIII. CONSTRUCTION	16
XXIV. GENDER	16
XXV. CAPTIONS	16
XXVI. REMEDIES FOR VIOLATIONS	16

	<u>PAGE</u>
15	15
15	15
15	15
16	16
16	16
16	16
16	16

Pg 1621
✓

DECLARATION OF CONDOMINIUM

OF

THE REEF, A CONDOMINIUM

REEF PROPERTIES, INC., hereinafter called "Developer", does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called "this Declaration"), as and for a plan of condominium apartment ownership for THE REEF, A CONDOMINIUM, consisting 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 receiving and by 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.

I

ESTABLISHMENT OF CONDOMINIUM

The Developer is the owner of the fee simple title to that certain real property situate in the County of Brevard, State of Florida, which property is more particularly described as follows; to-wit:

Lots 10, 11, 12, Block "A", Map of Replat of North Indialantic by the Sea, as recorded in Plat Book 9, Page 70, of the Public Records of Brevard County, Florida, located in Government Lot 3, Section 30, Township 27 South, Range 38 East; containing 2.66 acres of land more or less, including beach to mean high water line.

The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as THE REEF, A CONDOMINIUM, hereinafter referred to as the "condominium."

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of apartment owners hereof, except where permissive variances therefrom appear in the Declaration and Bylaws and Articles of Incorporation of THE REEF CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

The definitions contained in the Florida Condominium Act shall be the definition of like terms as used in this Declaration and exhibits thereto unless other definitions are specifically set forth. As the term is used herein and in exhibits hereto, "apartment" shall be synonymous with the term "unit" as defined in said Act, and the term "apartment owner" synonymous with the term "unit owner" as defined therein.

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked "Exhibit A", consisting of thirteen pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof.

14

1620

identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

Allen Engineering, Inc., by John Campbell,
Professional Land Surveyor, #2351, State
of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment as follows:

<u>UNIT</u>	<u>UNIT</u>	<u>UNIT</u>	<u>UNIT</u>	<u>UNIT</u>	<u>UNIT</u>	<u>UNIT</u>
201	301	401	501	601	701	801
202	302	402	502	602	702	802
203	303	403	503	603	703	803
204	304	404	504	604	704	804
205	305	405	505	605	705	805
206	306	406	506	606	706	806
207	307	407	507	607	707	807

An eight-story building consisting of 49, two-bedroom two-bath units.

III

OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES

Each apartment 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 1/49 share of all common elements of the condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and wall between units. The space within any of the units and common property shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separated from the unit and such interest shall not be separated from the 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 an undivided 1/49 interest in all common elements of the condominium.

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

All owners of units shall have as an appurtenance to their units a perpetual easement of ingress to and egress from their units over walks, terraces, paved driveways and other common property from and to the public highways bounding the condominium complex, and a perpetual right or easement, in

163

common with all persons owning an interest in any unit in the condominium complex, to the use and enjoyment of all public portions of buildings 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 REEF CONDOMINIUM ASSOCIATION, INC. and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein; however, that access to the units shall only be at reasonable times.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements; namely, an undivided 1/49.

IV

APARTMENT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

parties?

The apartments of the condominium consist of that volume of space which is contained within the underdecorated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit A, Sheets 6 - 12 attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments, relating to the elevations of the apartments, are shown in notes on said plan.

garage is a limited common element

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plat plans. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. (IN ADDITION) THERE ARE FORTY-NINE (49) GARAGES NUMBERED 1 THROUGH 49, INCLUSIVE, THE BOUNDARIES OF WHICH ARE MORE SPECIFICALLY SHOWN IN EXHIBIT "A", SHEETS 5 & 6, ATTACHED HERETO, WHICH THE DEVELOPER RESERVES THE RIGHT TO DESIGNATE FOR THE EXCLUSIVE USE OF INDIVIDUAL UNIT OWNERS, WHICH SAID SPACES ARE HEREBY MADE LIMITED COMMON ELEMENTS. THE DEVELOPER SHALL ASSIGN ONE ENCLOSED GARAGE TO A UNIT AS A LIMITED COMMON ELEMENT APPURTENANT THERETO, WHICH SHALL BE SO DESIGNATED ON AN INSTRUMENT OF CONVEYANCE FROM THE DEVELOPER.

Expenses of maintenance, repair or replacement relating to the limited common elements shall be treated as and paid for as a part of the common expenses of the Association, except the expenses of maintenance relating to the floor and ceiling surfaces shall be borne by and assessed against the individual unit owner.

*Developer
Parties*

The common elements of the condominium consist of all of the real property, improvements and facilities of the condominium other than the apartments and the limited common elements as the same are hereinabove defined, 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 an 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 the owners of the apartments.

V

DEVELOPER'S ALTERATION OF UNIT PLANS

DEVELOPER'S RIGHT TO ALTER UNIT PLANS

The Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units in the condominium, so long as it owns the units so altered. The Developer hereby reserves the right to remove any party walls between condominium units in order that said units may be used together as one (1) integral unit. If more than one (1) unit is concerned, the Developer will apportion between the units the shares in the common elements appurtenant to the units concerned.

VI

AMENDMENT OF DECLARATION TO ALTER UNIT PLANS

If the Developer shall make any changes in unit plans as herein authorized, such changes will be reflected by an amendment of this Declaration. Such amendment need be signed and acknowledged only by the Developer and need not be approved by the Association, unit owners, or lienors or mortgagees of units or of the condominium, whether or not elsewhere required for an amendment.

VII

ADMINISTRATION OF CONDOMINIUM BY
THE REEF CONDOMINIUM ASSOCIATION, INC.

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

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association, as well as all the powers and duties set forth in the Condominium Act where the same are not in conflict with or limited by this Declaration and said Articles and Bylaws. True and correct copies of the Articles of Incorporation and the Bylaws are attached hereto, made a part hereof, and marked Exhibit "B" and "C", respectively.

VIII

MEMBERSHIP AND VOTING RIGHTS

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument on 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 total of forty-nine votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. 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 on 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.

All of the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Administration of the corporation who are all to be elected annually by the members entitled to vote,

*need written
designation of
voting owner
(on file)*

of Melt?

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as provided in the Bylaws of the corporation. Each director shall be the owner of a condominium unit (or a partial owner of a condominium unit where such unit is owned by more than one individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors). The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium.

IX

COMMON EXPENSES, ASSESSMENTS, COLLECTION
LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration of the Association shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the common property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the Association of 1/49 of the common expenses as determined in said budget.

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 member representing each unit at such member's most recent address as shown by the books and records of the Association. One 1/12 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 of Administration 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 thirty of the apartments in the condominium.

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

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after their due date, the Association shall have the right to accelerate the total assessments due that year against said unit and to foreclose its lien for such assessments.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of eight percent (8%) per annum until paid.

The Association shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements and limited common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating

unpaid assessment (monthly maintenance fee) = right of acceleration

record lien

8% interest need to amen

... shall be
... of
... expenses

1634

the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the corporation. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Brevard County, Florida. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:

Notice of Contest of Lien

1095 TO: The Reef Condominium Association, Inc.
1085 North ALA Highway, Indialantic, Florida 32903

You are notified that the undersigned contests the claim of lien filed by you on _____, and recorded in Official Records Book _____ at 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____.

Signed: _____
Owner, Agent or Attorney

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.

30 days
notice

* atty
fees

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 Section 718.116(4).

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 provisions of Section 718.116 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article IX of this Declaration, are incorporated herein by reference and made a part hereof.

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

1675

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 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. The 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 the 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.

2, Any first mortgagee may make use of any unit acquired as may facilitate its sale including, but not limited to, the showing of the property and the display of "For Sale Signs" and neither the other apartment owners nor the corporation shall interfere with the same of such apartments.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for assessment shall be subordinate and inferior to any recorded mortgage unless the assessment is secured by a claim of lien which is recorded prior to the recording date of the mortgage.

Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments against units which have already been made and which are due and payable to the Association and the Association and the members shall be bound thereby. No action or suit shall be brought to enforce foreclosure of any lien arising under this Declaration after two (2) years from the date of any unpaid assessment.

The Association may at any time require owners to maintain a minimum balance on deposit with the corporation to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentage set out hereinabove, and shall in no event exceed three (3) months' assessment. 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 nonprofit corporation mentioned hereinabove, except, however, the owners shall place members on the Board of Administration in accordance with the schedule as follows: When unit owners other than the Developer own fifteen percent (15%) or more of the units, the unit owners shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units, or when all of the units have been completed and some of them have been sold and none of the others are being offered for sale in the ordinary course of business, whichever shall occur first. Until a turnover is perfected as set out 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.

1636

A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is an owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his 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 amount paid by the grantee therefor.

X

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

a. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association and 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.

b. The Association shall be required to obtain and maintain casualty insurance covering all improvements upon the land, including all parts of the building, both exterior and interior, and including fixtures, 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 of Administration 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 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 of Administration may determine to be desirable. Employer's liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

c. The premiums upon all insurance policies shall be paid by the Association as an operating expense. 1636

d. 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 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 first mortgagees which are named as 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 percent (7%) 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.

1637

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 first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the 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 for the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by usual and customary construction loan procedures. No fee whatsoever shall be charged by such first mortgagee for its services in the administration of the 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 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 of Administration 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 first mortgagee shall be required to cause such insurance proceeds to be made available to the corporation 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.

e. 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.

f. 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 thirty-six apartments in the condominium 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 first mortgagees holding mortgages encumbering apartments.

NEAT

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

a. Each apartment owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air-conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or 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 hereafter be affixed or contained within his apartment. Such owner shall further be responsible for maintenance, repair and replacement of any air-conditioning equipment servicing his apartment although such equipment not be located in the apartment, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein.

b. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells, pumps, piping, and fixtures serving individual air-conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors and windows, except sliding glass doors and screens opening onto patio porches and walkways 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 corporation shall bear the expense of repairing such damage.

c. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside an apartment or not, whether a fixture or 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 corporation'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.

d. 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 of Administration of the Association to enforce compliance with the provisions hereof.

The Board of Administration 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 corporation shall determine the exterior color scheme of the building and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc., at any time without the written consent of the Association.

1639

XII

USE RESTRICTIONS

a. Each two-bedroom unit is hereby restricted to no more than four occupants, none of whom may be under twelve (12) years of age. Each apartment is restricted to residential use by the owner or owners thereof, their immediate family, guests and invitees.

b. Leasing of units. Only a unit in its entirety may be leased, and not for less than a continuous period of thirty (30) days. A lessee shall derive his interest solely from the owner of the unit from whom he is leasing, and shall hold his tenancy subject to all the provisions of this Declaration and related documents, and the rules and regulations established by the Board of Administration of the Association. The lessee shall be notified in writing of any violation(s) by him of this Declaration or related documents or the rules and regulations adopted by the Board of Administration of the Association by either the owner of the said unit or by the Secretary or other officer of the Association. Any repetition of the same violation(s) after notice shall constitute a breach of the lease. Thereupon, the owner of the unit or the Association, or both, may treat the lease as terminated and proceed forthwith against the lessee for his removal. The unit owner and the Association shall keep each other advised of any action or contemplated action that may be undertaken under the provisions of this paragraph. Notice directed to the lessee shall be forwarded to the unit being leased and shall be deemed to be served upon the lessee on the date of hand-delivery, or if sent by certified mail, three (3) days after mailing. The lessee shall be liable to the unit owner or the Association, or both, for reasonable attorney's fees and costs incurred in enforcing the provisions of this paragraph.

c. 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 use of the common elements that will increase the cost of insurance upon the condominium property.

d. 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.

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

f. The Board of Administration or the agents and employees of the Association may enter any unit at reasonable times for the purpose of maintenance, inspection, repair and replacement of the improvements within units or the common property, or in case of emergency threatening units or the common property, to determine compliance with these restrictions, reservations, covenants, conditions and easements, and the Bylaws of the Association.

g. No sign, advertisement or notice of any type shall be shown on the common property or any unit and no exterior antennas and aerials shall be erected except as provided under uniform regulations promulgated by the Association. This subparagraph g. shall not apply to the Developer and/or institutional first mortgagees.

h. An owner shall not place or cause to be placed in the walkways or in or on any other project areas and facilities of similar nature, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

i. It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the project.

amended to 18-8/12/81
book 2319
page 1917
90 days continuous
and not more than
time each year.
Book 3200 pg 1447
we can
evict

amend -
make owner
responsible

signs

1640

delinies?

j. It is prohibited to dust rugs, etc. from windows or to clean rugs, etc. by beating on the exterior of the project.

VAN
OKAY?
YES

k. 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, motorcycles, trailers, and boats, will be parked or placed upon such portions of the condominium property unless permitted by the Board of Administration. No parking space shall be used by any other person other 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.

l. Until the Developer has closed all the sales of the apartments in the condominium, neither the other apartment owners nor the corporation shall interfere with the same 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.

pet -

m. One pet shall be allowed to be kept in the owner's unit, however, the pet shall not exceed thirty (30) pounds in weight, and the pet must be kept on a leash on the condominium grounds and it shall not create a nuisance.

XIII

LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT

*Amended - owner has right to install Russian shutters.
Book 3180 891768*

owner come windows, shutters, etc. not allowed

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment building, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air-conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further, no owner shall in any manner change the appearance or any portion of the apartment building not wholly within the boundaries of his apartment.

*permits
Hurricane?*

XIV

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Administration 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 of Administration shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed fifteen percent (15%) of the current regular annual assessment, unless prior written unanimous consent is received from 75% of the voting members.

1640
600
X.Y.C

XV

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed by the owners of the least 75% of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the Association, and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the Developer without

record in public records signed by 75%

1641

the consent of all such mortgagees or the Developer, as in the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees, and further except that, with the consent of all institutional first mortgagees, the Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until eighty percent (80%) of the units have been sold and titled out to individual purchasers; and further except that the Developer, or if said Association has been legally dissolved, then any one of the developers or a member of the last Board of Administration, their administrators, or assigns, must approve in writing any modification or amendment of Section XV, entitled "Amendment of Declaration", hereinabove.

Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in nowise 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 representative, successors and assigns, and all parties claiming by, through or under any member.

XVI

TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article X, paragraph f, of this Declaration, the condominium created and established hereby may only be terminated upon the vote of members of the Association owning 75% of the apartments in the condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the apartments.

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 owners' 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 specific performance in a court of equity.

The Board of Administration of the Association 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 affecting 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 when distribution is made to the unit owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

1642

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following percentage portion thereof; to-wit:

UNIT	SHARE	UNIT	SHARE	UNIT	SHARE	UNIT	SHARE
201	1/49	301	1/49	401	1/49	501	1/49
202	1/49	302	1/49	402	1/49	502	1/49
203	1/49	303	1/49	403	1/49	503	1/49
204	1/49	304	1/49	404	1/49	504	1/49
205	1/49	305	1/49	405	1/49	505	1/49
206	1/49	306	1/49	406	1/49	506	1/49
207	1/49	307	1/49	407	1/49	507	1/49

UNIT	SHARE	UNIT	SHARE	UNIT	SHARE
601	1/49	701	1/49	801	1/49
602	1/49	702	1/49	802	1/49
603	1/49	703	1/49	803	1/49
604	1/49	704	1/49	804	1/49
605	1/49	705	1/49	805	1/49
606	1/49	706	1/49	806	1/49
607	1/49	707	1/49	807	1/49

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 payment 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 directors of the Association 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 mortgages or liens encumbering a unit, then payment shall be made 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 consents, 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 land free and clear thereof.

XVII

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.

1643

XVIII

ASSOCIATION TO MAINTAIN REGISTER
OF OWNERS AND MORTGAGEES

*required to
keep register*

The Association shall at all times maintain a register setting forth the names of all owners of apartments in the condominium, and any purchaser or transferee of an apartment shall notify the Association of the names of any party holding a mortgage upon any apartment and the name of all lessees in order that the Association may keep a record of same.

XIX

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 Association shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12) 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 full payment therefor.

XX

REAL PROPERTY TAXES DURING
INITIAL YEAR OF CONDOMINIUM

In the event that during the year in which this condominium is established, real property taxes are assessed against the condominium property as a whole, such taxes will be a common expense.

XXI

RESPONSIBILITY OF APARTMENT OWNERS

*Owner's Co
Building
By M.I.*

The owner of each apartment shall be governed by and shall comply with the provisions of this Declaration as well as the Bylaws and Articles of Incorporation of the Association. Any apartment owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or 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.

att'y fees

In any action brought against an apartment owner by the Association for damages, or injunctive relief due to such apartment owner's failure to comply with the provisions of this Declaration or Bylaws of the corporation, the Association shall be entitled to court costs, reasonable attorney's fees, including appeal and expenses incurred by it in connection with the prosecution of such action.

XXII

WAIVER

The failure of the Association, an apartment owner or institutional first mortgagee, to enforce any right, provision, covenant or condition which may be granted herein, or in the Bylaws 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.

1643

1644

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 and engage 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.

XXIII

CONSTRUCTION

The provisions of this Declaration shall be ^bliterally 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.

XXIV

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.

XXV

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.

XXVI

REMEDIES FOR VIOLATIONS

For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association, and the members thereof, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the corporation 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 corporation 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.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed, this 30 day of AUGUST A.D. 1979.

Not
Same

Signed, sealed and delivered
in the presence of:

ALICIA M. KAISER (S)

MIKE JOHNSON (S)

REEF PROPERTIES, INC.

By: (S) (SEAL)
Frederick B. Spiegel, Pres.

ATTEST:

By: /s/ (S) (SEAL)
Esther Spiegel, Secretary

JOHN R. PENLAND

(KEEP
SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF BREVARD)

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared FREDERICK B. SPIEGEL and ~~ESTHER SPIEGEL~~, as President and Secretary, respectively, of REEF PROPERTIES, INC., to me known to be the persons described in and who executed the foregoing Declaration of Condominium establishing THE REEF, A CONDOMINIUM and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last afore-
said this 31st day of Aug, A.D. 1979.

/s/ W. Ronald Chaffin
Notary Public
State of Florida At Large

My Commission Expires:

Book 2094 page 1645

NEED COPY

(SEAL)

(KEEP
SEAL)

(S) (SEAL)

PENLAND

Not Same 1646

SURVEYOR'S CERTIFICATE

FOR

THE REEF,
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 AS PROPOSED AND ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A", TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE REEF, A CONDOMINIUM, IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS, AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 7th DAY OF August, 1978.

ALLEN ENGINEERING, INC.

BY:

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

SWORN TO AND SUBSCRIBED
BEFORE ME AS TO "JOHN R.
CAMPBELL", THIS 7th
DAY OF August, 1978.

Glenn J. McHenry
Notary Public, STATE OF FLORIDA AT LARGE

My commission expires: August 23, 1981.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

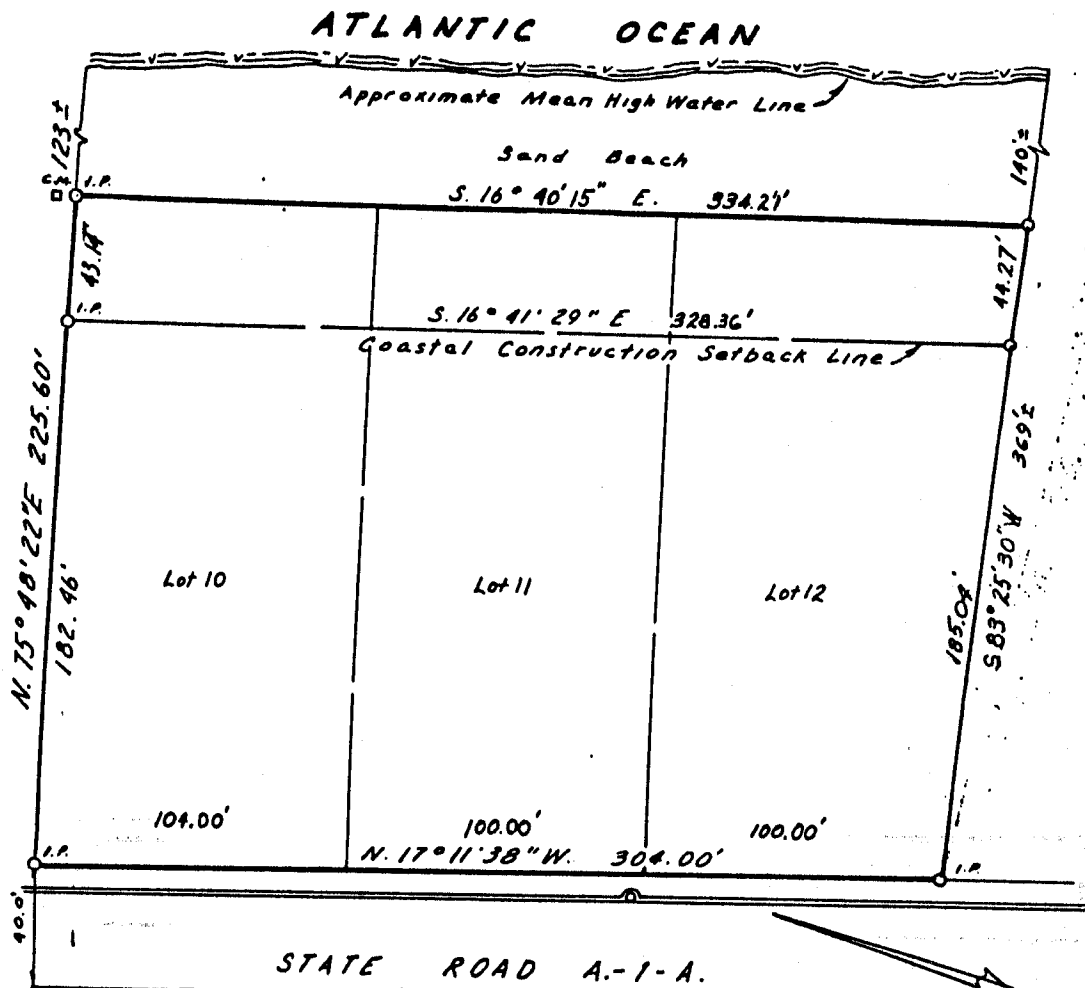
EXHIBIT "A"

SHEET 1 OF 3

new one - 14 pages done after substantially complete

Not Same
1647

THE REEF, A CONDOMINIUM



NOTE: THE DEPARTMENT OF NATURAL RESOURCES COASTAL CONSTRUCTION SETBACK LINE WAS NOT A PART OF THIS SURVEY. IT WAS TAKEN FROM A SURVEY MADE BY BUCKNER REALTY AND SURVEYING, INC. DATED APRIL 12, 1977. JOB NO. 77213

LEGAL DESCRIPTION:

LOTS 10, 11, 12, BLOCK "A", MAP OF REPLAT OF NORTH INDIALANTIC BY THE SEA, AS RECORDED IN PLAT BOOK 9, PAGE 70, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LOCATED IN GOVERNMENT LOT 3, SECTION 30, TOWNSHIP 27 SOUTH, RANGE 38 EAST; CONTAINING 2.66 ACRES OF LAND MORE OR LESS, INCLUDING BEACH TO MEAN HIGH WATER LINE.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SURVEY OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION.

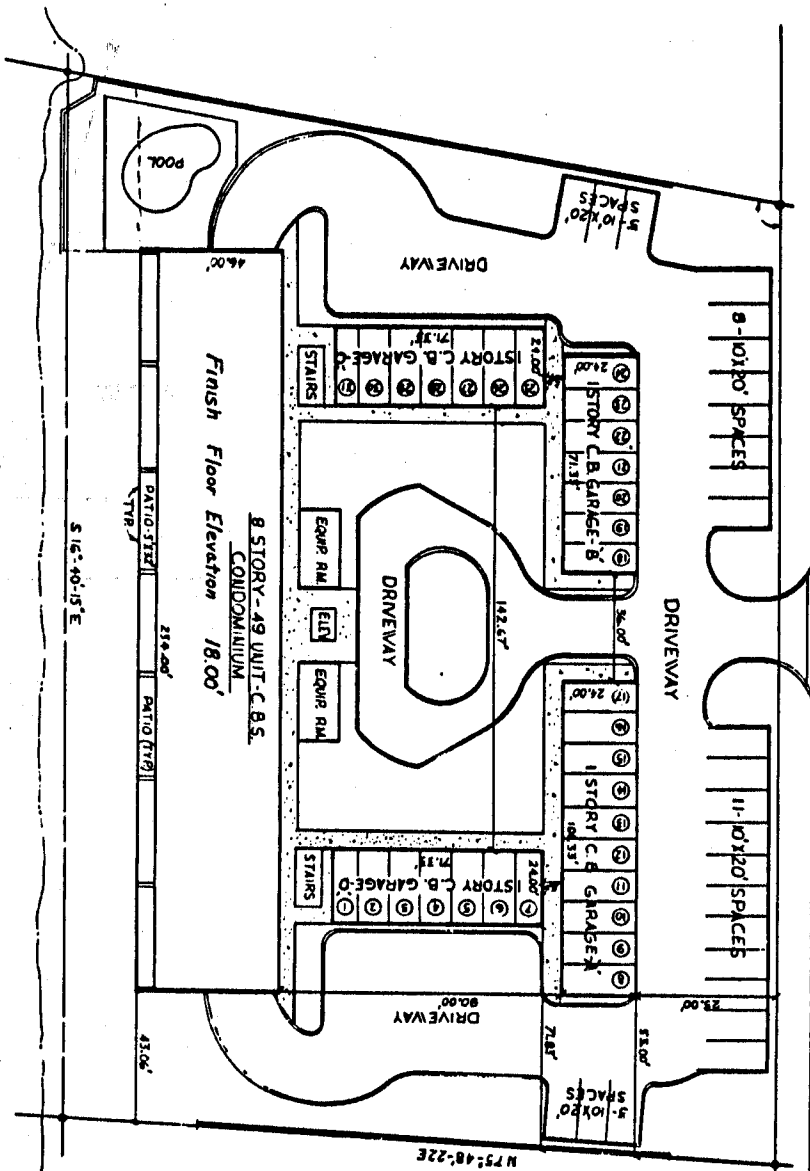
John R. Campbell
JOHN R. CAMPBELL
PROFESSIONAL LAND SURVEYOR
NO. 2351, STATE OF FLORIDA

actual per
pg. 1647
differs
measured

THE REEF, A CONDOMINIUM

GRAPHIC PLOT PLAN

Not To Scale



STATE ROAD A-1-A
N 72° 11' 38" W

SURVEYOR'S NOTE:

SEE PAGE 4 OF THIS EXHIBIT FOR NOTES PERTAINING TO THIS PAGE.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "A"

SHEET 2 OF 12

200
1/64/80

THE REEF,
A CONDOMINIUM

NA

SURVEYOR'S NOTES:

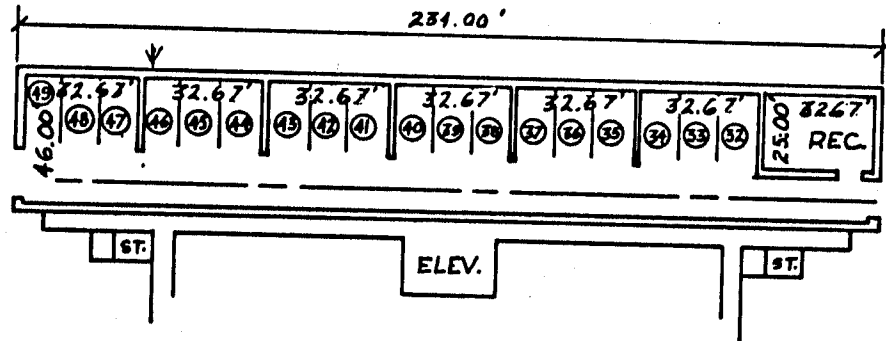
GRAPHIC PLOT PLAN

1. THE REEF, A CONDOMINIUM SHALL CONTAIN ONE BUILDING AS SHOWN ON THE GRAPHIC PLOT PLAN, SHEET 3 OF 13, EXHIBIT "A". THIS BUILDING IS A MULTI-FAMILY, EIGHT STORY BUILDING. THE BUILDING HEIGHT IS APPROXIMATELY 78.97 FEET.
2. THE BUILDING SHALL CONTAIN 49 UNITS.
3. THERE ARE 5 COVERED GARAGES CONTAINING 49 PARKING SPACES AND 25 UNCOVERED PARKING SPACES AS SHOWN ON THE AFORESAID GRAPHIC PLOT PLAN. THESE ARE LIMITED COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
4. ALL AREAS AND IMPROVEMENTS SHOWN ON THE GRAPHIC PLOT PLAN, EXCEPT THE UNITS WITHIN THE BUILDING ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. THE UNITS AND THE COMMON ELEMENTS WITHIN THE BUILDING ARE SHOWN ON SHEETS 6-13 OF EXHIBIT "A".
6. THE GRAPHIC PLOT PLAN WAS PREPARED BY JOHN R. CAMPBELL, PROFESSIONAL LAND SURVEYOR. THIS PLAN WAS DERIVED FROM AN APPROVED SITE ENGINEERING PLAN.
7. THE DEVELOPER WILL HAVE THE SURVEYOR PREPARE AS-BUILT SURVEYS OF THE PROPOSED IMPROVEMENTS AFTER THE PROJECT IS SUBSTANTIALLY COMPLETE.

NA

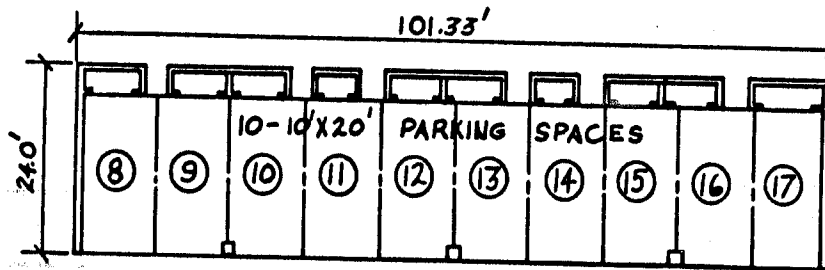
See P. 20
1649

THE REEF, A CONDOMINIUM



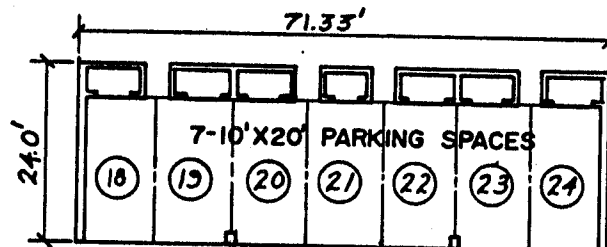
1ST FLOOR COVERED GARAGE

SCALE : 1" = 40'



COVERED GARAGE - A

SCALE : 1" = 20'

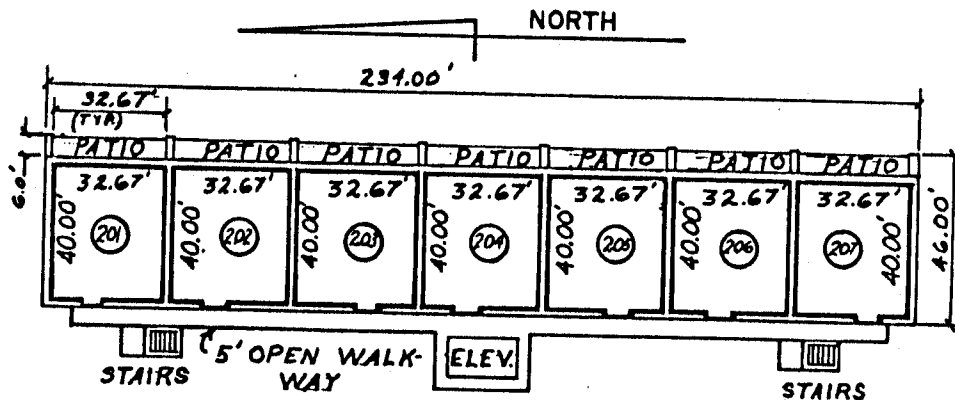


COVERED GARAGE - B

SCALE 1" = 20'

1-1630

THE REEF, A CONDOMINIUM

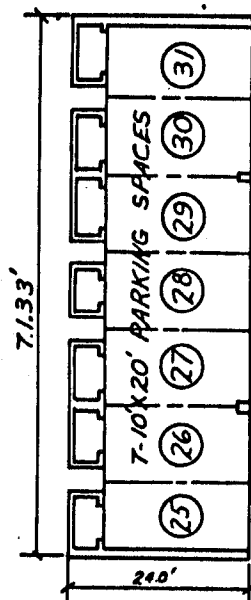


2ND FLOOR PLAN

SCALE: 1"=40'

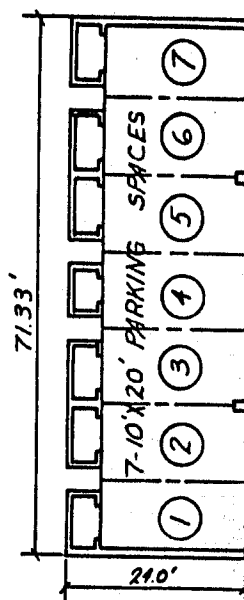
SURVEYOR'S NOTES:

1. (201) INDICATES UNIT NUMBER DESIGNATION.
2. ALL WALLS SHOWN ARE 8 INCHES WIDE.
3. THE HORIZONTAL LIMITS OF THE UNITS ARE DEFINED BY THE HEAVY DARK LINES SHOWN.
4. THE VERTICAL LIMITS OF THE UNITS ARE DEFINED AS THE SPACE BETWEEN THE FINISHED CONCRETE FLOOR AND THE FINISHED CEILING.
5. ALL AREAS WITHIN THE BUILDING SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE FINISHED 2ND FLOOR ELEVATION BASED ON N.G.V.S. IS 26.71'.
7. THE FINISHED 2ND CEILING ELEVATION BASED ON N.G.V.S. IS 34.71'.



COVERED GARAGE - C

SCALE: 1"=20'

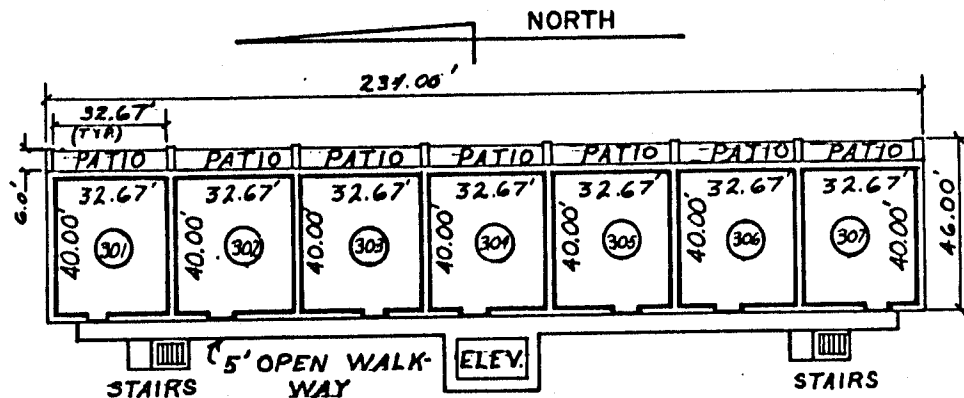


COVERED GARAGE - D

SCALE: 1"=20'

P. 1651

THE REEF, A CONDOMINIUM



3RD FLOOR PLAN

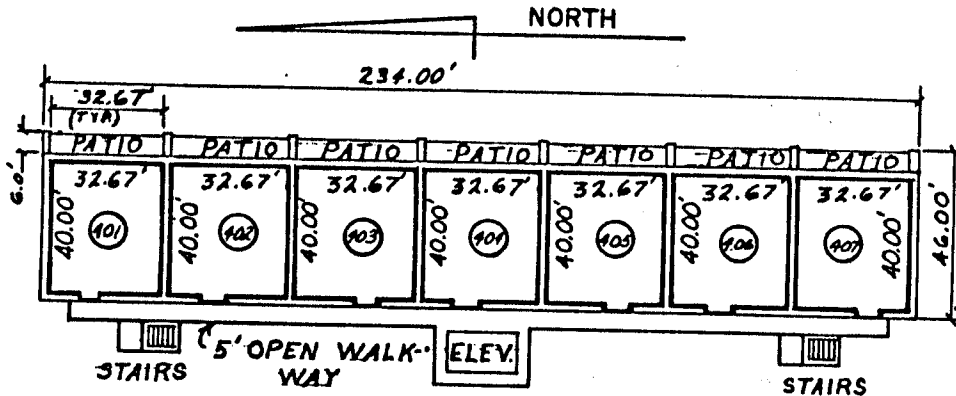
SCALE: 1"=40'

SURVEYOR'S NOTES:

1. (301) INDICATES UNIT NUMBER DESIGNATION.
2. ALL WALLS SHOWN ARE 8 INCHES WIDE.
3. THE HORIZONTAL LIMITS OF THE UNITS ARE DEFINED BY THE HEAVY DARK LINES SHOWN.
4. THE VERTICAL LIMITS OF THE UNITS ARE DEFINED AS THE SPACE BETWEEN THE FINISHED CONCRETE FLOOR AND THE FINISHED CEILING.
5. ALL AREAS WITHIN THE BUILDING SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE FINISHED 3rd FLOOR ELEVATION BASED ON N.G.V.S. IS 35.42'.
7. THE FINISHED 3rd CEILING ELEVATION BASED ON N.G.V.S. IS 43.42'.

P-1652

THE REEF, A CONDOMINIUM



4TH FLOOR PLAN

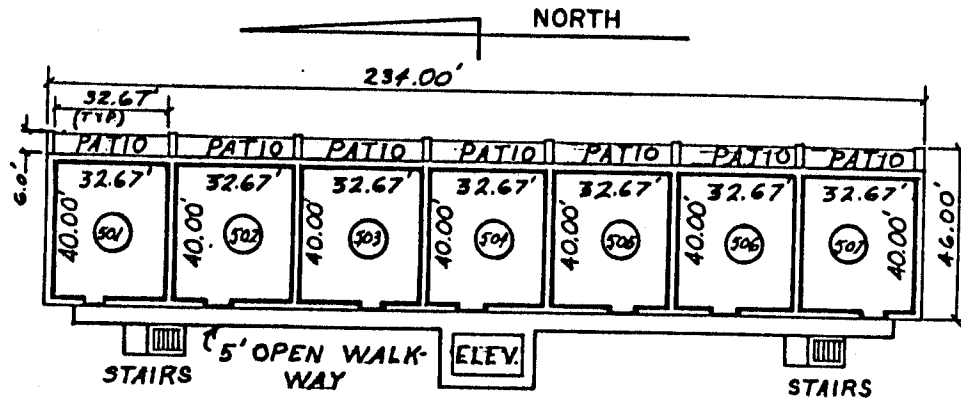
SCALE: 1"=40'

SURVEYOR'S NOTES:

1. (101) INDICATES UNIT NUMBER DESIGNATION.
2. ALL WALLS SHOWN ARE 8 INCHES WIDE.
3. THE HORIZONTAL LIMITS OF THE UNITS ARE DEFINED BY THE HEAVY DARK LINES SHOWN.
4. THE VERTICAL LIMITS OF THE UNITS ARE DEFINED AS THE SPACE BETWEEN THE FINISHED CONCRETE FLOOR AND THE FINISHED CEILING.
5. ALL AREAS WITHIN THE BUILDING SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE FINISHED \uparrow FLOOR ELEVATION BASED ON N.G.V.S. IS 44.13'.
7. THE FINISHED \uparrow CEILING ELEVATION BASED ON N.G.V.S. IS 52.13'.

P.1653

THE REEF, A CONDOMINIUM



5TH FLOOR PLAN

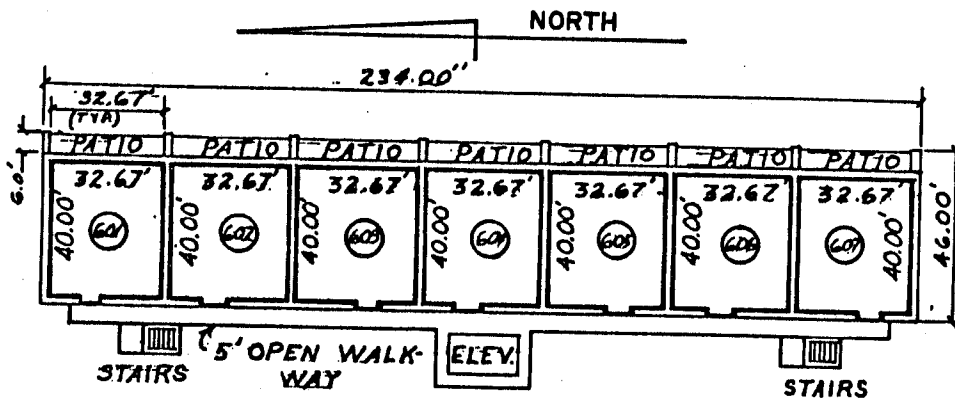
SCALE: 1" = 40'

SURVEYOR'S NOTES:

1. (501) INDICATES UNIT NUMBER DESIGNATION.
2. ALL WALLS SHOWN ARE 8 INCHES WIDE.
3. THE HORIZONTAL LIMITS OF THE UNITS ARE DEFINED BY THE HEAVY DARK LINES SHOWN.
4. THE VERTICAL LIMITS OF THE UNITS ARE DEFINED AS THE SPACE BETWEEN THE FINISHED CONCRETE FLOOR AND THE FINISHED CEILING.
5. ALL AREAS WITHIN THE BUILDING SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE FINISHED 5th FLOOR ELEVATION BASED ON N.G.V.S. IS 52.84'.
7. THE FINISHED 5th CEILING ELEVATION BASED ON N.G.V.S. IS 60.81'.

P. 1654

THE REEF, A CONDOMINIUM

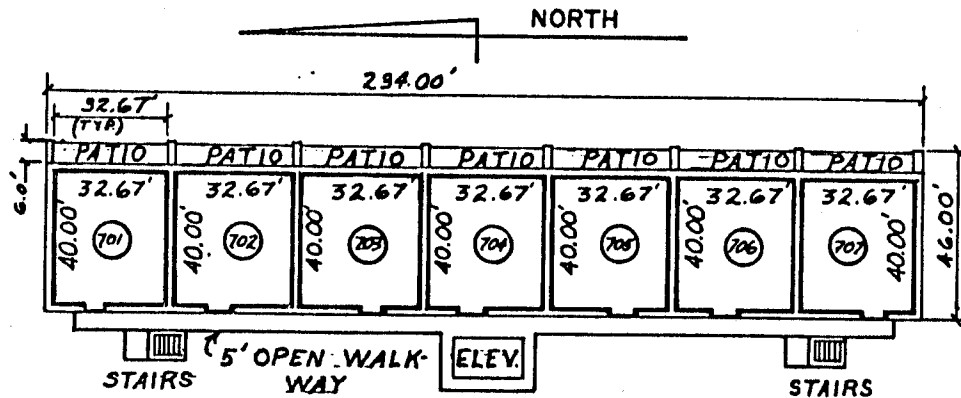


SURVEYOR'S NOTES:

1. (601) INDICATES UNIT NUMBER DESIGNATION.
2. ALL WALLS SHOWN ARE 8 INCHES WIDE.
3. THE HORIZONTAL LIMITS OF THE UNITS ARE DEFINED BY THE HEAVY DARK LINES SHOWN.
4. THE VERTICAL LIMITS OF THE UNITS ARE DEFINED AS THE SPACE BETWEEN THE FINISHED CONCRETE FLOOR AND THE FINISHED CEILING.
5. ALL AREAS WITHIN THE BUILDING SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE FINISHED 6th FLOOR ELEVATION BASED ON N.G.V.S. IS 61.55'.
7. THE FINISHED 6th CEILING ELEVATION BASED ON N.G.V.S. IS 69.55'.

P. 1655

THE REEF, A CONDOMINIUM



7TH FLOOR PLAN

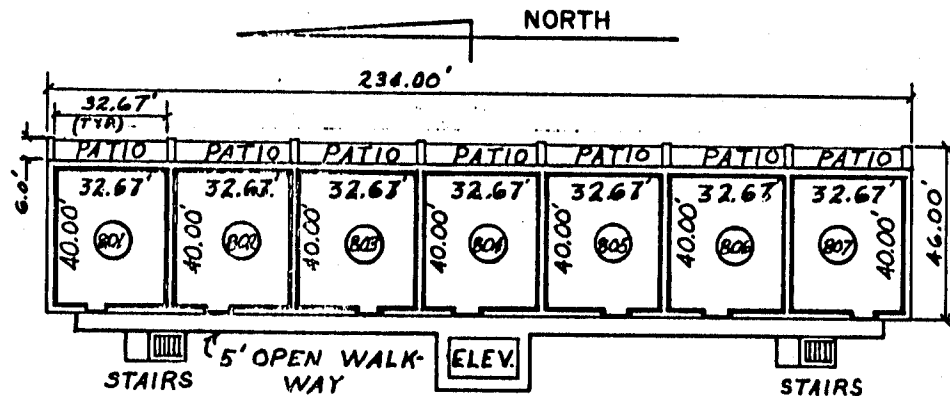
SCALE: 1"=40'

SURVEYOR'S NOTES:

1. (701) INDICATES UNIT NUMBER DESIGNATION.
2. ALL WALLS SHOWN ARE 8 INCHES WIDE.
3. THE HORIZONTAL LIMITS OF THE UNITS ARE DEFINED BY THE HEAVY DARK LINES SHOWN.
4. THE VERTICAL LIMITS OF THE UNITS ARE DEFINED AS THE SPACE BETWEEN THE FINISHED CONCRETE FLOOR AND THE FINISHED CEILING.
5. ALL AREAS WITHIN THE BUILDING SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE FINISHED 7th FLOOR ELEVATION BASED ON N.G.V.S. IS 70.26'.
7. THE FINISHED 7th CEILING ELEVATION BASED ON N.G.V.S. IS 78.26'.

P. 1656

THE REEF, A CONDOMINIUM



8TH FLOOR PLAN

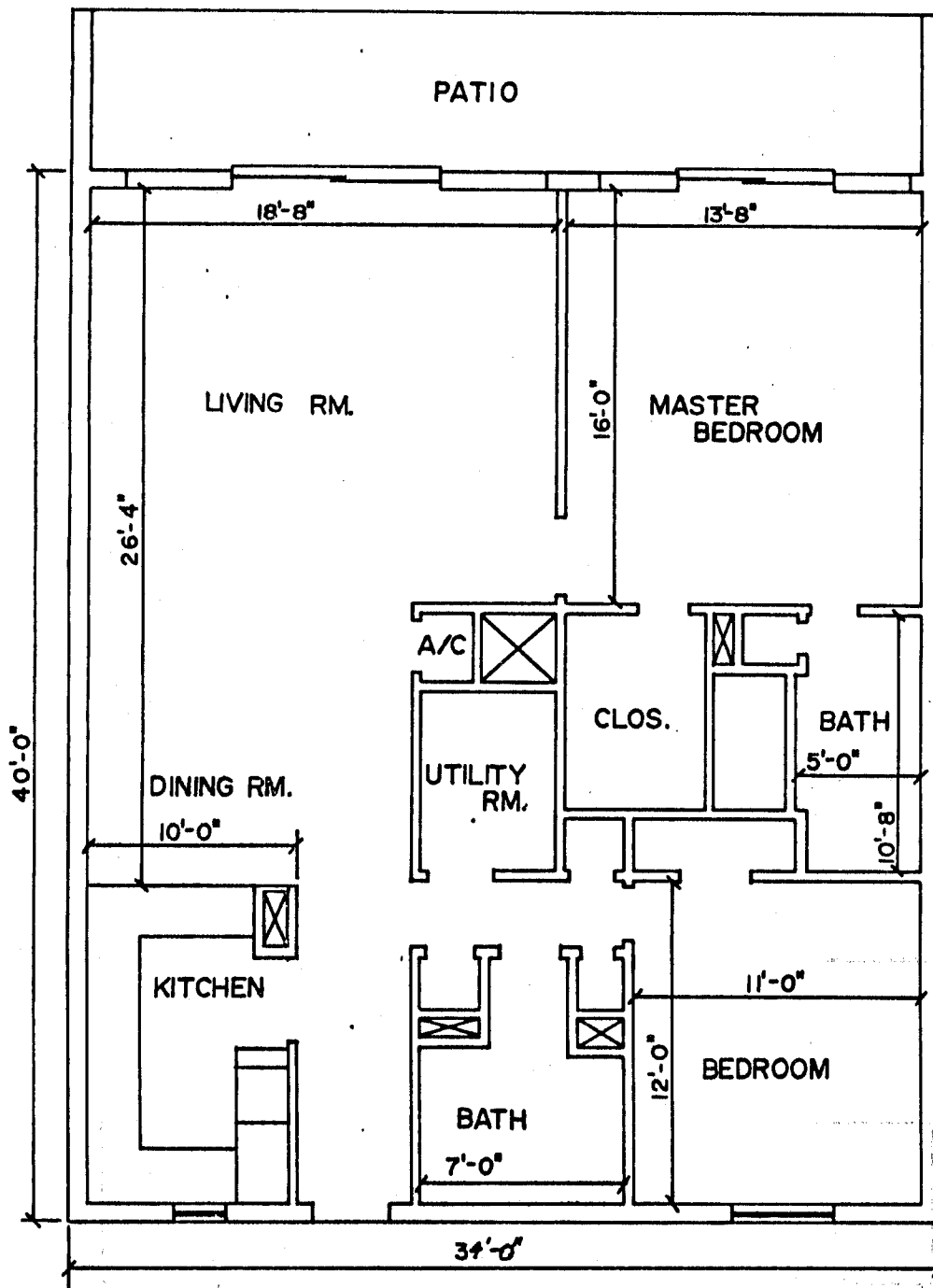
SCALE: 1"=40'

SURVEYOR'S NOTES:

1. (801) INDICATES UNIT NUMBER DESIGNATION.
2. ALL WALLS SHOWN ARE 8 INCHES WIDE.
3. THE HORIZONTAL LIMITS OF THE UNITS ARE DEFINED BY THE HEAVY DARK LINES SHOWN.
4. THE VERTICAL LIMITS OF THE UNITS ARE DEFINED AS THE SPACE BETWEEN THE FINISHED CONCRETE FLOOR AND THE FINISHED CEILING.
5. ALL AREAS WITHIN THE BUILDING SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE FINISHED 8th FLOOR ELEVATION BASED ON N.G.V.S. IS 78.97 .
7. THE FINISHED 8th CEILING ELEVATION BASED ON N.G.V.S. IS 86.97 .

P-1657

THE REEF, A CONDOMINIUM



TYPICAL UNIT FLOOR PLAN

SURVEYOR'S NOTES:

SCALE: 3/16" = 1'-0"

1. THIS PLAN IS TYPICAL OF ALL UNITS WITHIN THE BUILDING, HOWEVER, SOME UNITS ARE REVERSE OR MIRROR IMAGE OF THE PLAN SHOWN.
2. THE DIMENSIONS SHOWN ARE TYPICAL OF ALL UNITS. THERE MAY BE SOME SMALL VARIANCE OF THE DIMENSIONS SHOWN DUE TO CONSTRUCTION OF THE INDIVIDUAL UNITS, HOWEVER, THESE DIMENSIONS ARE REPRESENTATIVE.
3. THE LOCATIONS OF THE WINDOWS AND DOORWAYS MAY VARY IN LOCATION WITHIN THE BUILDING.

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p. 1658

INDEX
TO ARTICLES OF INCORPORATION
OF
THE REEF CONDOMINIUM ASSOCIATION, INC.

		<u>PAGE</u>
ARTICLE I.	NAME	1
ARTICLE II.	PURPOSE	1
ARTICLE III.	POWERS	1
ARTICLE IV.	MEMBERS	2
ARTICLE V.	TERM	3
ARTICLE VI.	LOCATION	3
ARTICLE VII.	DIRECTORS	3
ARTICLE VIII.	OFFICERS	4
ARTICLE IX.	SUBSCRIBERS	4
ARTICLE X.	BYLAWS	4
ARTICLE XI.	INDEMNIFICATION	4
ARTICLE XII.	AMENDMENTS	5

O.R. Book 2094
p. 1660

ARTICLES OF INCORPORATION
OF
THE REEF CONDOMINIUM 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:

ARTICLE I

NAME

The name of the corporation shall be THE REEF CONDOMINIUM 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 by REEF PROPERTIES, INC., hereinafter called Developer, the condominium apartment complex to be established in accordance with the laws of the State of Florida upon the following described property, situate, lying and being in Brevard County, Florida, to-wit:

SCHEDULE "A"

and to undertake the performance of the acts and duties incident to the administration of the operation and management of said condominium and 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 a plan 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.

ARTICLE III

POWERS

The corporation shall have the following powers:

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

B. All of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including, but not limited to:

1. Making and establishing reasonable rules and regulations governing the use of apartment units and the common elements in the condominium as said terms may be defined in the Declaration of Condominium.

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P1661

2. Levying and collecting assessments against members of the corporation to defray the common expenses of the condominium as may be provided in the Declaration of Condominium and in the Bylaws 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 the Declaration of Condominium.

3. Maintaining, repairing, replacing, operating and managing the condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the condominium property.

4. Contracting for the management of the condominium and delegating to such contractor all of the powers and duties of the association except those which may be required by the Declaration of Condominium to have approval of the Board of Administration or membership of the corporation.

⑤ Enforcing the provisions of the Declaration of Condominium, these Articles of Incorporation, the Bylaws 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.

6. 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 interests 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 of benefit to the owners of the apartment units, all as may be deemed by the Board of Administration to be in the best interests of the corporation.

7. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the corporation pursuant to the Declaration of Condominium.

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:

A. 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 item E of this Article IV.

B. 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, so long as such party shall retain title to or a fee ownership interest in any apartment unit.

C. The interest of a member in the fund and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his 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 Bylaws.

D. 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 shall be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided in the Bylaws hereafter adopted. 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 in said Bylaws.

E. Until such time as the property described in Article II hereof is submitted to a plan of condominium ownership by the recordation of said Declaration of Condominium, the membership of the corporation shall be comprised of the subscribers of these Articles, each of which subscribers shall be entitled to cast one vote on all matters on which that membership shall be entitled to vote.

ARTICLE V

TERM

The corporation shall have perpetual existence.

ARTICLE VI

LOCATION

A-1-A The principal office of the corporation shall be located at ^{1080 North} ~~1037 Wavcrest~~ Avenue, Indialantic, Florida, 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

DIRECTORS

The affairs of the corporation shall be managed by the Board of Administration. The number of members of the first Board of Administration of the corporation shall be three (3). The number of members of succeeding Boards of Administration shall be three (3) except as changed from time to time by the Bylaws of the corporation. The members of the Board of Administration shall be elected as provided by the Bylaws of the corporation. The Board of Administration shall be members of the corporation or shall be authorized representatives, officers or employees of a corporate member of this corporation. Notwithstanding the foregoing, the first election of Directors will be held in accordance with Article VIII, page 4, of the Declaration of Condominium of THE REEF, a condominium. Any vacancies in the Board of Administration occurring before the first election will be filled by the remaining Directors. The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium.

The names and addresses of the members of the first Board of Administration who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

FREDERICK B. SPIEGEL

~~1037 Wavcrest Avenue~~ ^{200 S.E. First Street}
~~Indialantic, Florida~~ ^{#810}

JOSEPH L. SPIEGEL

~~1037 Wavcrest Avenue~~
~~Indialantic, Florida~~

John R. Penland

Miami, FL 33131

ESTHER SPIEGEL

~~1037 Wavcrest Avenue~~
~~Indialantic, Florida~~

Christine T. Frey

ARTICLE VIII

OFFICERS

The Board of Administration shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/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 Director. The same person may hold two offices, the duties of which are not incompatible; provided however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the corporation shall be administered by the officers designated in the Bylaws of the corporation. Said officers will be elected by the Board of Administration at its first meeting following the annual meeting of the members of the Association and will with the approval of the Board of Administration may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the condominium, and the affairs of the corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the corporation or a director of the corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

FREDERICK B. SPIEGEL
President

200 S.E. First Street, #810
1037 Wavcrest Avenue
Indianapolis, Florida
Miami, FL 33131

JOSEPH L. SPIEGEL
John R. Penland
Vice-President

1037 Wavcrest Avenue
Indianapolis, Florida

ESTHER SPIEGEL
Christine T. Frey
Secretary

1037 Wavcrest Avenue
Indianapolis, Florida

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 which subscribers and their respective addresses are more particularly set forth in Article VII above.

ARTICLE X

BYLAWS

The original Bylaws of the corporation shall be adopted by the Board of Administration and thereafter, such Bylaws may be altered or rescinded only in such manner as said Bylaws may provide.

ARTICLE XI

INDEMNIFICATION

Every Director 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 Director or officer of the corporation, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where in the Director 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 of indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement

p. 1664

or indemnification, the indemnification herein shall only apply if the Board of Directors 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 Director or officer may be entitled.

ARTICLE XII

AMENDMENTS

Any amendment or amendments to these Articles of Incorporation may be proposed by the Board of Administration of the corporation acting upon a vote of the majority of the Directors, or by the 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. Upon any amendment or amendments to these Articles being proposed by said Board of Administration or members, such proposed amendment or amendments shall be transmitted to the president of the corporation or other officer of the corporation in the absence of the President, 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 or amendments, 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 or amendments 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 meeting. If mailed, the notice of the membership meeting shall be sent by certified mail, return receipt requested, which mailing shall be deemed notice. 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. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owing not less than 75% of the apartment units in the condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida; and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles, the written vote of any member of the corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 31st day of August, 1979.

/s/ Frederick B. Spiegel

/s/ John R. Penland

/s/ Christine T. Frey

STATE OF FLORIDA:
COUNTY OF BREVARD:

BEFORE ME, the undersigned authority, personally appeared, ~~FREDERICK B. SPIEGEL, JOSEPH L. SPIEGEL, ESTHER SPIEGEL~~, who being by me first duly sworn, acknowledged that they executed the foregoing Article of Incorporation for the purposes therein expressed on this 31st day of August 19 79.

My Commission Expires:

/s/ W. Ronald Chaffin
NOTARY PUBLIC

p. 1665

registers w/
Sec. of State
record in
Pub. Rec.

CERTIFICATE OF RESIDENT AGENT

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

A corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Indialantic, County of Brevard, State of Florida, has named FREDERICK B. SPIEGEL, located at ~~1037 Wavescrest Avenue, Indialantic, Florida~~, as its agent to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

200 S.E. First St
Miami, Fl

151
FREDERICK B. SPIEGEL
Resident Agent

Mr. [unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
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p. 1666

SCHEDULE "A"

Lots 10, 11, 12, Block "A", Map of Replat of North Indian Atlantic by the Sea, as recorded in Plat Book 9, Page 70, of the Public Records of Brevard County, Florida, located in Government Lot 3, Section 30, Township 27 South, Range 38 East; containing 2.66 acres of land more or less, including beach to mean high water line.

P. 1667

INDEX
TO BYLAWS
OF
THE REEF CONDOMINIUM ASSOCIATION, INC.

	<u>PAGE</u>
1. IDENTITY	1
2. MEMBERSHIP, VOTING, QUORUM, PROXIES	2
3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP	2
4. BOARD OF ADMINISTRATION AND OFFICERS	3
5. OFFICERS	6
6. FISCAL MANAGEMENT	6
7. PARLIAMENTARY RULES	7
8. AMENDMENTS TO BYLAWS	7

O. R. Book 2094
p. 1668

BYLAWS
OF
THE REEF CONDOMINIUM ASSOCIATION, INC.

of Melbourne,

I. IDENTITY

These are the Bylaws of THE REEF CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 30th day of August, 1979. THE REEF CONDOMINIUM ASSOCIATION, INC., hereinafter called the Association, has been organized for the purpose of administering the operation and management of THE REEF, A CONDOMINIUM, a condominium apartment project established or to be established in accordance with the Condominium Act of the State of Florida upon the following described property situate, lying and being in Brevard County, Florida, to-wit:

SEE SCHEDULE "A"

A. The provisions of these Bylaws are applicable to said 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 will be recorded in the public records of Brevard County, Florida, at the time said property and improvements now or hereafter situate thereon are submitted to the plan of Condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever the same may be in conflict herewith.

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

C. The mere acquisition or rental of any of the family units hereinafter referred to as "units" of the project or the mere act of occupancy of any said units will signify that these Bylaws, Charter provisions, and regulations in the Declaration are accepted, ratified and will be complied with.

D. Anything in these Bylaws to the contrary notwithstanding the said Bylaws shall not become applicable or effective, insofar as the management of the condominium project is concerned, until actual management of the condominium project is delivered and turned over to this nonprofit corporation (under the terms and conditions as set out in Section IX of the Declaration) the management of said condominium project being vested in the Developer until said turnover.

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

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "a corporation not for profit", and the year "1979", and impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. The qualifications 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 of the Articles of Incorporation are incorporated herein by reference.

B. A quorum of membership meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

written notice
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 named in the written notice signed by all of the owners of the apartment unit filed with the Secretary of the Association, and 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 requirements for a quorum, nor for any other purpose.

D. Votes may be cast in person or by proxy. A proxy is defined as the authority to cast the vote of a member qualified to vote as set forth in Article IV of the Articles of Incorporation. 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. No person shall be designated to hold more than five (5) proxies.

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 at an Association meeting.

F. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, 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 membership meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A. The annual membership meeting shall be held at the office of the Association at 7:00 P.M., Eastern Standard Time, on the first Tuesday, in February of each year for the purpose of electing directors 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 succeeding Tuesday.

B. Special membership meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Administration, and must be called by officers upon receipt of a written request from members of the Association owning a majority of the apartment units. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the votes present, either in person or by proxy.

notice of mtg.
C. Notice of all membership meetings, regular or special, shall be given by the President, Vice President or Secretary/Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fifteen (15) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, the notice of the membership meeting shall be sent by certified mail, return receipt requested

p 1670

posted

which mailing shall be deemed notice. Written notice of all membership meetings, regular or special, shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any membership meeting cannot be organized because of quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided there is strict compliance with the percentage of unit owners or voting rights required to make decisions and to constitute a quorum as provided in the Declaration of Condominium, Bylaws and Articles of Incorporation of this condominium.

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

E. The order of business at annual membership meetings, and, as far as practical, at any other membership meetings, shall be:

1. Calling of the roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes.
4. Reports of officers.
5. Reports of committees.
6. Appointment of Chairman of Inspectors of Election.
7. Election of Directors.
8. Unfinished business.
9. New business.
10. Adjournment.

F. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Administration.

G. Minutes of all meetings of unit owners and Board of Administration shall be kept in a business-like manner and shall be available for inspection by unit owners and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years.

4. BOARD OF ADMINISTRATION AND OFFICERS

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need to record

A. The Board of Administration shall consist of three directors. Any unit owner desiring to be a candidate for Board membership can be nominated from the floor at the annual meeting of the membership. Each director elected at the first annual meeting of the membership thereafter shall serve for the term of one year or until his successor is duly elected. Any member of the Board of Administration may be recalled and removed from office with or without cause by a vote or agreement in writing by 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 ten percent (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. The Developer is entitled to elect at least one member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business any unit in a condominium operated by the Association.

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

1. Each member of the Board of Administration shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

P 1671

2. Vacancies in the Board of Administration may be filled until the date of the next annual meeting by the majority vote of the remaining Directors.

C. The organization meeting of a newly elected Board of Administration shall be held within ten (10) days of their election, at such time and such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

D. The officers of the Association shall be elected annually by the Board of Administration, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Administration, or any special meeting of the Board called for such purpose.

E. Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram at least ten (10) days prior to the day named for such meeting, unless notice is waived. These meetings shall be open to all unit owners and notice of the meeting shall be posted conspicuously forty-eight (48) hours in advance, except in an emergency.

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

G. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

I. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside.

J. The Directors' fees, if any, shall be determined by the members. ✓

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

1. To make, levy and collect assessments against members and members' apartment units to defray the costs of the condominium, and to use the

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21672

proceeds of said assessments in the exercise of the powers and duties granted unto the Association. Said assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all unpaid operating expenses previously incurred.

2. 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:

3. The reconstruction of improvements after casualty, and further improvement of the property, real and personal;

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

5. To approve or disapprove proposed purchasers of apartment units in the manner specified in the Declaration of Condominium;

6. 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 the operation and management of the condominium, and in accomplishing the purposes set forth in the Declaration of Condominium;

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

8. To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Declaration of Condominium, and any regulations hereinafter promulgated governing use of the property in the condominium;

9. To pay all assessments and taxes 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;

10. To carry insurance for the protection of the members and the Association against casualty and liability;

11. 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

12. To employ personnel to perform the services required for proper administration of the Association.

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

5. OFFICERS

A. The principal officers of the Association shall be a President, a Vice President, and a Secretary/Treasurer, and as many additional Vice Presidents and Assistant Secretaries and Treasurers as the Board of Administration may deem necessary.

B. The President shall be the chief officer of the Association. He shall preside at all meetings of the Association and of the Board of Administration. 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. If neither the President nor the Vice President is able to act, the Board of Administration shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administration.

D. The Secretary/Treasurer shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices of the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep records of the Association, its administration and salaries. He 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.

E. ~~The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Administration from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the condominium.~~

6. FISCAL MANAGEMENT

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

A. The Association shall maintain accounting records for each condominium it manages in the County where the condominium is located, according to good accounting practices. The records shall be open for inspection by unit owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives. The records shall include, but are not limited to:

- (1) A record of all receipts and expenditures.
- (2) An account for each unit designating the name and current address of the unit owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.

B. The Board of Administration shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, casualty insurance, liability insurance, administration and salaries. The Board of Administration shall also establish the proposed assessment against each member as more fully provided in the Declaration of Condominium. Delivery of a copy of any budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

P 1674

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

audit -
accountant

D. An audit of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member not later than May 1 of the year following the year for which the report is made.

E. Fidelity bonds shall be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

Budget
mtg.

F. The Board of Administration shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Administration to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Administration which requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceeding year, upon written application of ten percent (10%) of the unit owners to the Board, the Board shall call a special meeting of the unit owners within thirty (30) days upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and adopt a budget by a vote of not less than a two-thirds majority of all unit owners. If the proposed budget does not require assessments against the unit owners exceeding 115% of such assessments for the preceeding year, the Board of Administration may propose the budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the condominium property shall be excluded from the computation. Provided, however, that so long as the Developer is in control of the Board of Administration the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

7. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

8. AMENDMENTS TO BYLAWS

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

A. Amendments to these Bylaws may be proposed by the Board of Administration of the Association acting upon vote of a majority of the Directors, or by members of the Association, whether meeting as members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these Bylaws being proposed by said Board of Administration or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Administration of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall

1675

be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

75%
C In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of 75% of the entire membership of the Board of Administration and by an affirmative vote of the members owning not less than 75% of the apartment units in the condominium. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text and 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 Bylaw. See Bylaw . . . for present text". Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary/Treasurer of the Association, and a copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

record *

D. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the corporation at our prior to such meeting.

The undersigned, being the Secretary/Treasurer of THE REEF CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing Bylaws were adopted as the Bylaws of said Association at a meeting held for such purpose on the 30th day of August, 1979.

/s/ Christine T. Frey
SECRETARY/TREASURER

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE REEF, A CONDOMINIUM**

PGS. 106
RECORD FEE 600
RECORD NO.
BOOK NO.
PAGE NO.
FILED
RECORDED

The undersigned, being the President and Secretary of the Reef Association of Melbourne, Inc., hereby certify that the amendment to the Declaration of Condominium recorded in the Office of Brevard County in Official Records Book 2094, Page 1629, approved and adopted at the annual membership meeting on February 1992, and the Declaration of Condominium is amended as follows:

ARTICLE XIII.

The following language shall be added to said section:

Any owner shall have the right to install hurricane shutters of the type, folding accordion or roll-down and off cream color to match existing shutters, which has been specifically approved by the Association. Furthermore, maintenance of the approved shutters shall be the responsibility of the unit owner.

ARTICLE IV.

Add the following language:

Anything herein notwithstanding, it shall be the owner's responsibility to repair, maintain, and replace the sliding glass doors and glass windows of their unit.

In all other respects, the Declaration of Condominium shall remain the same prior to the Amendment being adopted.

IN WITNESS WHEREOF, we hereby set our hands and seals this 11th day of February, 1992.

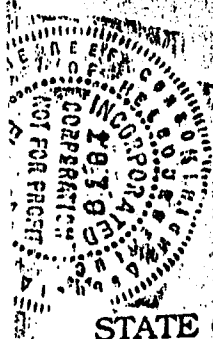
By: George Wildman
President

Attest: Thomas Loughlin
Secretary

**STATE OF FLORIDA
COUNTY OF BREVARD**

Before me, personally appeared George Wildman and Thomas Loughlin, to me well known and known to me to be the persons described in and who executed the foregoing Certificate of Amendment as President and Secretary of The Reef Condominium Association of Melbourne, Inc., and severally acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 11th day of February, 1992 in the aforesaid County and State.



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CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE REEF, A CONDOMINIUM

The undersigned, being the President and Secretary of the Reef Condominium Association of Melbourne, Inc., hereby certify that the following amendment to the Declaration of Condominium recorded in the public records of Brevard County at Official Records Book 2094, Page 1629, was duly approved and adopted at the annual membership meeting on April 14, 1992, and the Declaration of Condominium is amended as follow

ARTICLE XII - USE RESTRICTIONS

- b. Leasing of units, Only a unit in its entirety may be leased, and not for less than a continuous period of ninety (90) days, and not more than one (1) time each year.

In all other respects, the Declaration of Condominium shall remain as it was prior to the Amendment being adopted.

IN WITNESS WHEREOF, we hereby set our hands and seals this 6 day of May, 1992.

By: John H. Patrick, Jr.
President

Attest: Maxine Novitzky
Secretary
1095 N. ALA #803
Indialantic FL. 32903

STATE OF FLORIDA
COUNTY OF BREVARD

Before me, personally appeared John H. Patrick and Maxine Novitzky to me well known and known to me to be the persons described in and who executed the foregoing Certificate of Amendment as President and Secretary of the Reef Condominium Association of Melbourne, Inc., and severally acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 6 day of May, 1992 in the aforesaid County and State.

Michele L. Schenar
NOTARY PUBLIC, State of Florida

Prepared by John H. Patrick, 1095 N ALA #803
Indialantic, Fl. 32903

# PGS. <u>1</u>	# NAMES <u>2</u>
TRUST FUND \$ <u>1.00</u>	BREVARD CO., FL
REC FEE <u>5.00</u>	CLERK CIRCUIT CT.
DOC ST. _____	
INT. TAX _____	
EXCISE TAX _____	
SERV. CH. _____	
RETURN _____	

RECORDED
AND
VERIFIED

Michele L. Schenar
STATE OF FLORIDA
CC 114032
My Comm. Exp 6/15
BONDED

Return
BK3200PG1447