

ADOPTEE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF CHATEAU-BY-THE-SEA, A CONDOMINIUM; TO THE RESTATED BYLAWS OF CHATEAU-BY-THE-SEA, INC. TO THE ARTICLES OF INCORPORATION OF CHATEAU-BY-THE-SEA, INC.

Additions indicated by underlining
Deletions indicated by striking through
Unaffected text indicated by " . . . "

DECLARATION

1. Adopted Amendment to the Preamble of the Declaration of Condominium, Restrictions, Reservations, Covenants and Easements, to read as follows:

THIS DECLARATION OF CONDOMINIUM, Restrictions, Reservations, Covenants and Easements made this 1st day of September, 1971, by his wife, Kent H. Trichel, Jr., as Trustee, hereinafter called the "Developer", joined by his successors, their successors, grantees and assigns,

WITNESSETH: THAT WHEREAS, the Developer is the owner of the following described real property located in Volusia County, Florida, to-wit:

Lots 1, 2, 3, 4, 5, 6, 11, 13, 14, 15, 16 of Block 27, FUYUAY-RODGERS SUBDIVISION, entitled NEW SMYRNA BEACH, per Map Book 7, Page 29, Public Records of Volusia County, Florida, including that portion of Hill Street between said lots which has been vacated.

The Developer has had the above described property has been surveyed and divided into fifty two (52) living units designated, as follows: ...

The remaining part of the above-described lands which is not within any living unit shall be known as Lot "A", and shall be the "common property", or "common elements", and

WHEREAS, the Developer ~~desires to submit~~ the above described real property and the improvements to be constructed thereon to condominium ownership and use pursuant to Chapter 714 718, Florida Statutes ~~1967~~, as amended from time to time, hereinafter called "The Condominium Act"; and

2. Adopted Amendment to Section 3 of the Declaration of Condominium, Restrictions, Reservations, Covenants and Easements, to read as follows:

F) 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) 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 Volusia County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date

E) Assessments that are unpaid for over thirty (30) days after their due date shall bear interest at the rate of ~~ten percent (10%)~~ eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is greater, until paid in full.

D) 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, including attorney's fees and costs, whether such fees and costs are incurred prior to, during or after the initiation of litigation or other legal proceedings.

A) The Board of Directors 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, if any, 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 addition, the Association shall ensure it is adequately insured for law and ordinance coverage and in its capacity, whether directly or indirectly as the operator or supervisor of the Rental Program. Each unit owner shall obtain and maintain their own insurance HO-6 insurance policy and shall name the Association as an additional insured on said policy.

11. The making and collection of assessments against unit owners by the Association for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

3. Adopted Amendment to Section 11 of the Declaration of Condominium, Restrictions, Reservations, Covenants, Conditions and Easements, to read as follows:

3. The terms used in this Declaration and in the Exhibits thereto shall have the meanings stated in Section 711.03 Chapter 718, Florida Statutes 1967, as amended, and as follows:

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 be signed and verified by an officer or agent of the Association. 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 Volusia County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of an institutional first mortgage recorded prior to the time of recording of the claim of lien.... Any and all assessments that are levied or that accrue after the recording of the claim of lien are also secured by the initial claim of lien and it is not necessary to file or record an Amended or Supplemental lien.

(G) As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purpose of this instrument and "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.... Upon the recordation of the Certificate of Title issued pursuant to the foreclosure of a unit by an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished but the retained to the extent allowed by Chapter 718.116, Florida Statutes, as amended from time to time. The lien for assessments due and payable after the recordation of said Certificate shall not be impaired and shall be effective as to the grantee of such Certificate of Title.

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

...
K. Anything in this Declaration, or the exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and exhibits attached hereto shall not become 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 non-profit corporation mentioned hereinabove, which shall not be later than June 1, 1972, except however, if on said date the Developer has not decided to individual purchasers more than eighty percent (80%) of the condominium parcels he may, at his option, continue to manage the condominium project until such percentage of condominium parcels have been decided to individual purchasers. While the Developer shall retain management of the

~~condominium project, he shall collect all assessments, the same being payable to the Developer during this interim. During this interim the Developer will not be liable for any accounting of any nature concerning these maintenance funds or their use or application and may use any portion of the same for capital improvements, so long as said improvements are to the condominium project. The Developer shall, during this interim, have a lien on each condominium parcel for any unpaid assessments and interest 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.~~

4. Adopted Amendment to Section 12 of the Declaration of Condominium, Restrictions, Reservations, Covenants, Conditions and Easements, to read as follows:

12. The use of the Condominium property and other property and improvements in which the Association owns an interest shall be in accordance with the following provisions so long as the Condominium exists and the buildings containing the Condominium units remain in useful condition upon the land:

A) Each of the units shall be occupied only by a single family, its servants personal employees and guests, as a residence and for no other purpose....

...
E) After approval by the Association as hereinafter required, units may be rented, provided the occupancy is only by the tenant, his the tenant's family, servants personal employees and guests as defined and limited herein, and provided further that the requirements of Paragraph 12-A above are met. No rooms or parts of a unit may be rented, and no transient tenants may be accommodated. The Association assists in the operation of a Rental Program for the benefit of the Owners who join it. The Association strongly encourages every Owner who rents or plans to rent their unit to participate in the Rental Program.

5. Adopted Amendment to Section 13 of the Declaration of Condominium, Restrictions, Reservations, Covenants, Conditions and Easements, to read as follows:

13. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists and the buildings containing the Condominium units remain in useful condition upon the land, which provisions each unit owner covenants to observe. Each unit owner intending to transfer their unit, by sale or lease, shall submit an application to the Association on its form and shall submit it with an application fee of \$100.00. In addition, the Association is entitled to charge a fee of \$150.00 to provide an estoppel letter to the transferee or their agent.

(2) Violation of Condominium Documents. The sale, ownership, possession, or the application for approval, on its face, or the conduct of the

(1) Criminal Activity. The person seeking approval (which includes all proposed occupants) has been convicted of a criminal offense involving violence to persons, theft, or destruction of property; a felony demonstrating dishonesty or moral turpitude; a criminal offense involving illegal drugs; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior.

(C) The Association shall have the authority to disapprove a transfer or ownership of a unit, without having to purchase the unit, or to provide an alternate purchaser, the matter shall be disposed of in the following manner situations:

(e) An application fee will be charged as set forth in the Rules and Regulations for all requested transfers due to sale, lease, gift, inheritance or other transfer or acquisition of title or possession by or in any manner not previously stated or considered in the foregoing subsections 13.B(1)(a-d).

(a) A unit owner intending on making a bona fide sale of his unit or any interest in it shall give the Association notice of such intention in writing, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. In addition, the owner intending to transfer their unit, by sale or lease, shall submit an application to the Association on its form and shall submit it with an application fee of \$100.00.

(1) Notice to Association.

B) The approval of the Association that is required for the transfer or ownership of units shall be obtained in the following manner:

(2) No unit owner may dispose of a unit or any interest in a unit by lease without approval of the Association except to his or her spouse, or another member of the Association.

(1) No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association except to his or her spouse, or another member of the Association.

A) Transfers subject to approval:

~~(a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing arbitration rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.~~

~~(1) If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within sixty (60) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:~~

~~(5) Delinquency. The person seeking to own or possess the unit (including all proposed occupants) is delinquent in the payment of any Assessments, Charges, fines, or other sums owed to the Association, or such Assessments, Charges, fines, or other sums owed to the Association have not been paid in full.~~

~~(4) No Cooperation. The person seeking approval (including all proposed occupants) or the unit owner has failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee, or payment has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide, or refused to release to the Association the background investigation.~~

~~(3) Nuisance. The person seeking approval (including all proposed occupants) has a history of disruptive behavior or disregard for the rights or property of others as evidenced by criminal history; conduct in other communities, social organizations, or associations; or by conduct in this condominium as a lessee, occupant, or guest.~~

~~applicant (including all proposed occupants), indicates that the person seeking approval (including all proposed occupants) is acting or intends to act in a manner inconsistent with the Condominium Documents, or that the sale, lease, ownership, or possession, if approved, would result in a violation of the Condominium Documents.~~

~~(b) The purchase price shall be paid in cash, provided, however, that if there is an already existing institutional mortgage encumbering the subject unit, then the purchaser, if acceptable to the institutional mortgagee, may assume the institutional mortgage and pay cash to the seller for the latter's equity.~~

~~(c) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.~~

~~(d) A certificate of the Association executed by its President and Secretary, approving the purchaser shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.~~

~~(e) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved by the Association and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.~~

~~(26) If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, and the lease shall not be made.~~

~~(3) If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:~~

~~(a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be the two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be paid by the purchaser.~~

B) A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association, or by the members of

of Condominium may be amended only in the following manner:

15. Except as reserved to the Developer in Paragraph 5 hereof, this Declaration

6. Adopted Amendment to Section 15.B) of the Declaration of Condominium, Restrictions, Reservations, Covenants, Conditions and Easements, to read as follows:

on the same terms and conditions which would have to be met by any other purchaser hereunder.

G) Nothing contained in this Paragraph 13 shall preclude or prevent the Association from itself being a purchaser in lieu of furnishing a purchaser as provided for herein; provided, however, such purchase by the Association shall be

investor that so acquires its title.

company, savings and loan association or other institutional lender or institutional approval provisions shall apply to a transfer, sale or lease by a bank, life insurance

through foreclosure proceedings; nor shall such provisions However, the notice and the title is acquired by deed from the mortgagor, his successors or assigns or as a result of owning a mortgage on the unit concerned, and this shall be so whether

transfer to or purchase by a bank, life insurance company, savings and loan association or other institutional lender or institutional investor that acquires its title

E) The foregoing provisions of this Paragraph 13 shall not apply to a

Public Records of Volusia County, Florida, at the expense of the unit owner.

(e) If the Association shall fail to provide a purchase as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the

(d) A certificate of the Association executed by its President and Secretary approving the purchase shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.

(e) The sale shall be closed within ten (10) days following the determination of the sale price.

(b) The purchase price shall be paid in cash, provided, however, that if there is an already existing institutional mortgage encumbering the subject unit, then the purchaser, if acceptable to the institutional mortgagee, may assume the institutional mortgage and pay cash to the seller for the latter's equity.

(3) ~~All of the Directors (not just all of the Directors present, unless all of the Directors of the Association are present) until the first election of the Board of Directors provided the amendment does not increase the number of units nor alter the boundaries of the common elements.~~

(2) ~~Not less than seventy-five percent (75%) fifty-one percent (51%) of the votes of the entire membership of the Association.~~

(1) ~~Not less than seventy-five percent (75%) fifty-one percent (51%) of the entire membership of the Board of Directors and not less than seventy-five percent (75%) fifty-one percent (51%) of the votes of the members of the Association voting at a particular meeting; or~~

the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Approval of a proposed amendment must be either by:

~~Directors shall have the absolute discretion as to require bids on contracts.~~
only to approval by the members when such is specifically required. The Board of
exclusively by the Board of Directors, its agents, contractors, or employees, subject
Rules and Regulations, all as amended from time to time, shall be exercised
Declaration of Condominium, Articles of Incorporation, and these By-laws and
powers and duties of the Association existing under the Florida Condominium Act,
4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the

4. Adopted Amendment to Section 4 of the Bylaws, to read as follows:

~~closed meeting.~~
those instances where Chapter 718, Florida Statutes, allows the Board to conduct a
of the Association. All meetings of the Board shall be open to members except for
3.12 Open Board Meetings. All meetings of the Board shall be open to members

3. Adopted Amendment to Section 3.12 of the Bylaws, to read as follows:

~~proxy, at a membership meeting where a quorum is present.~~
attendance and set by the vote of a majority of the members voting, in person or by
Directors, if any, shall be determined by the members by majority vote in
3.11 Fees Compensation of Directors and Officers. Fees Compensation of

2. Adopted Amendment to Section 3.11 of the Bylaws, to read as follows:

~~conference call and be able to speak to the group as a whole on any agenda item.~~
owners in attendance will be able to hear all other persons at the meeting and on the
possible, a speakerphone shall be placed in a central location and used so that
notice as possible given the particular circumstances existing at that time and, if
telephone meeting may be held by conference call. The Board shall give as much
a. In case of an emergency between regular meetings of the Board, a

office at least forty-eight (48) hours prior to the time stated for the meeting.
time stated for such meeting and notice of same shall be posted at the Association
personally or by documented confirmation at least forty-eight (48) hours prior to the
majority of the Directors. Notice of meetings shall be given to each director,
time and place as shall be determined, from time to time, by the President or a
3.5 Regular and special meetings of the Board of Directors may be held at such

1. Adopted Amendment to Section 3.5 of the Bylaws, to read as follows:

BYLAWS

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserve according to

9. **Adopted Amendment to Section 6.2 of the Bylaws, to read as follows:**

5.8 The compensation of employees of the Association shall be fixed set by the vote of a majority of the Board of Directors. Compensation The provision of fees for the directors and officers of Directors, if any, shall be determined by the members; and set by the vote of a majority of the members voting, in person or by proxy, at a membership meeting where a quorum is present. The Board may not employ an owner or Board member as its manager, or employ directors for set job

8. **Adopted Amendment to Section 5.8 of the Bylaws, to read as follows:**

5.7 The Treasurer and employed any Manager or Management Company employed by the Association shall be bonded in at least the minimum amount required by Florida law; such amount however shall not be less than the amount of the current year's annual budget.

7. **Adopted Amendment to Section 5.7 of the Bylaws, to read as follows:**

5.6 The Treasurer shall have custody of all financial and financially related property of the Association, including funds, securities and evidences of indebtedness, both payables and receivables. He/she shall keep the books of the Association in accordance with good accounting practices, and he/she shall perform all other duties incident to the office of the Treasurer as prescribed by the Board of Directors.

6. **Adopted Amendment to Section 5.6 of the Bylaws, to read as follows:**

5.2 The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties usually vested in the office of president of a corporation, including, but not limited to, the power to appoint and the power to dissolve committees from among the members from time to time, as he/she in his/her discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5. **Adopted Amendment to Section 5.2 of the Bylaws, to read as follows:**

good accounting practices as follows and as required by the Florida Condominium Act:

a. Current anticipated annual expenses, ~~expense the amount for which shall not exceed One Hundred Twenty-five percent (125%) of the budget account for the prior year.~~

...

d. The reserve accounts must be calculated by a formula using the remaining useful life, the replacement cost and the current balance of each of the ~~three individual accounts;~~ respective reserve accounts; unless the Board of Directors determines to pool the reserves.

e. The process to vote to waive or reduce the funding of the required reserves must be done at the annual meeting, after the proposal proposed budget with fully funded reserves has been presented to the owners. An affirmative vote of a majority vote of those present at the annual meeting will accomplish this reduction, provided that a quorum of owners is in attendance at the annual meeting and the time of the vote to waive or reduce reserve funding. Any waiver or reduction is only valid for that year's ~~one~~ annual budget period. The reserve disclosure must be made in the annual meeting.

10. **Adopted Amendment to Section 6.3 of the Bylaws, to read as follows:**

6.3 Maintenance Assessment. Yearly budget funding assessments against unit owners for their share of items of the budget shall be made for the calendar year annually in advance, preceding the year for which the assessments are made. Such assessments shall be due and payable quarterly in equal installments on the first day of each and every quarter during the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and quarterly installments on such assessment shall be due each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors; ~~if the accounts of the amended budget do not exceed the limitations set forth above for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these By-laws.~~ The unpaid assessment for the remaining portion of the calendar year for which an amended or special assessment is made shall be due and payable in equal quarterly installments on the first day of each and every quarter during the

6.5 Acceleration of assessment installments upon default. If the owner of a unit shall be in default of the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the owner of the unit, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) thirty (30) days after delivery of the notice to the owner of the unit, or not less than twenty (20) days after the mailing of such notice to the owner of the unit by registered or

12. Adopted Amendment to Section 6.5 of the Bylaws, to read as follows:

responsible for all maintenance fees and assessments that come due thereafter. time to time, at the time of the foreclosure, and the lending institution will be for all amounts owed pursuant to Chapter 718, Florida Statutes, as amended from returned to the unit owner. Hence forward the The lending institution shall be liable has been foreclosed, the remaining funds in the escrow account, if any, will be the owner(s) of the such unit. Once a court order has been received stating the unit Rental Pool. These funds will be used to pay for any maintenance fees, special assessments, utility bills, repairs to units, or any other financial obligation owed by in an escrow account as expressly authorized by each Owner who is a part of the proceedings, Chateau-By-The-Sea has the authority to hold all rental income checks 2. If a bank or other lending institution initiates foreclosure

initiated according to Chateau-By-The-Sea documents.
1. Chateau-By-The-Sea lien and foreclosure procedures will be

expressly authorized by each Owner who is a part of the Rental Pool.
rental income checks seven (7) days from the date of the second notification as arrangements are made, maintenance fees will automatically be deducted from be sent on accounts delinquent 30 for an additional fifteen (15) days. Unless prior b. Collection Procedures - A second certified letter of notification will

...

6.4 Late Charge. If the quarterly maintenance fee is not received by the Manager on the 30th day of the month in which it is due, there shall be interest charged as set forth in the documents and a late charge equal to the maximum allowed by law.

11. Adopted Amendment to Section 6.4 of the Bylaws, to read as follows:

remaining portion of said calendar year, or as otherwise set by the Board of Directors.

~~COVENANTS, RESTRICTIONS, POLICIES. Other covenants, restrictions, policies, or house rules and regulations of the Association shall also be distributed by the current or transferring owner to all new owners upon prior to transfer of ownership of a unit, and/or as required by law, and to all current owners when revised or amended according to the By-laws. Copies of the current governing documents are always available to unit owners. Association members upon written request in accordance with the requirements of Chapter 718, Florida Statutes, and the Association's Rules and Regulations.~~

14. Adopted Amendment to Covenants, Restrictions, Policies of the Bylaws, to read as follows:

6.6 Special Assessments. Special assessments are levied in the same proportion or percentage as maintenance assessments. Funds collected for a special assessment may only be used for the specific purpose included in the notice. Any funds remaining after completion are to be considered common surplus. The common surplus at the direction of the Board, may either be returned to the person or entity which is the titled owner of record of the unit at the time the funds are returned or applied as a credit for future assessments.

13. Adopted Amendment to Section 6.6 of the Bylaws, to read as follows:

~~certified mail, whichever shall occur first, equal to the maximum allowed by law; or as otherwise set by law.~~

NOTE: The above adopted Amendments to Articles of Incorporation were filed with the Florida Department of State, Division of Corporations, on January 7, 2013.

9.4 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Volusia County, Florida.

4. Adopted Amendment to Article IX, Section 9.4 of the Articles of Incorporation, to read as follows:

9.3 No amendment shall make any changes in the qualifications for membership nor voting rights of members, nor any change in Section 3.3 of Article III hereof, without approval in writing by all members, and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

3. Adopted Amendment to Article IX, Section 9.3 of the Articles of Incorporation, to read as follows:

2.1 The purpose for which the association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, Chapter 711, Florida Statutes (1967) Chapter 718, Florida Statutes, for the operation of CHATEAU-BY-THE-SEA, a Condominium, to be located upon the following lands in Volusia County, Florida:

ARTICLE IX
PURPOSE

2. Adopted Amendment to Article II, Section 2.1 of the Articles of Incorporation, to read as follows:

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617 and Chapter 718, Florida Statutes, and clarify as follows:

1. Adopted Amendment to the Preamble of the Articles of Incorporation, to read as follows:

ARTICLES OF INCORPORATION

Prepared By and Return To:
Becker & Pollakoff, P.A.
Attn: Anne M. Hathorn, Esq.
311 Park Place Blvd, Suite 250
Clearwater, FL 33759

**CERTIFICATE OF AMENDMENT TO ADOPTED AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM, RESTRICTIONS, RESERVATIONS,
COVENANTS, CONDITIONS AND EASEMENTS OF CHATEAU-BY-THE-SEA,
A CONDOMINIUM; THE RESTATED BYLAWS OF CHATEAU-BY-THE-SEA, INC.; TO THE
ARTICLES OF INCORPORATION OF CHATEAU-BY-THE-SEA, INC.**

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendments to the Amended and Restated Declaration of Condominium, Restrictions, Reservations, Covenants, Conditions and Easements of Chateau-BY-The-Sea, A Condominium, and Restated By-Laws of Chateau-BY-The-Sea, Inc., and to the Articles of Incorporation of Chateau-BY-The-Sea, Inc. as originally recorded in Official Records Book 1341, Page 1, et seq., of the Public Records of Volusia County, Florida, were adopted in the manner prescribed by the Governing Documents, at a duly noticed meeting of the Membership held on October 20, 2012.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of December, 2012, in Volusia County, Florida.

WITNESSES (as to both):

James H. Perry
Printed Name: James G. Perry

CHATEAU-BY-THE-SEA, INC.
By: Antonia Crawford
Antonia Crawford, President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 19th day of December, 2012, by Antonia Crawford, President, on behalf of Chateau-BY-The-Sea, Inc. They are personally known to me or have produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 19th day of December, 2012.

Notary Public
BOUGLAS R. ALOSA
STATE OF FLORIDA
Comm# EE001608
Expires 10/15/2014
My Commission Expires: _____

