

BYLAWS
OF
CANAVERAL SANDS CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the Bylaws of the CANAVERAL SANDS 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 26th day of February, 1980. The CANAVERAL SANDS CONDOMINIUM ASSOCIATION, INC., hereinafter called the Association, has been organized for the purpose of administering the operation and management of CANAVERAL SANDS, 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 apartment units of the condominium or the mere act of occupancy of any of the units will signify that these Bylaws, the Charter provisions, and the regulations in the Declaration of Condominium are accepted, ratified and will be complied with by all persons occupying or using any of the units or common elements.

d. 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 VII 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 unless the Board of Administration shall designate a different fiscal 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 "1980", and the impression of which seal is as follows: impress seal

RETURN TO:
GRALLA & NORWICH
ATTORNEYS AT LAW
P. O. BOX 806
CORCORAN, FLORIDA 32909

OFF. REC.

2257

EXHIBIT "D"

PAGE

2056

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.

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

d. Votes may be cast in person or by proxy. Proxies shall be valid only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. All proxies must be filed with the Secretary before the appointed time of the meeting. Proxies must be in writing and in a form similar to one to be provided by the Association upon request by an owner and which, in any event, shall be included with each notice of a meeting of the members of the Association.

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

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

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a. There shall be an annual meeting of unit owners held at the office of the Association during the month of February each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. The exact time and date of said meeting to be determined by the Board of Administration.

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.

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. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. 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 to each member within said time. The notice of the membership meeting shall be sent by certified mail, return receipt requested, 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 a 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

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.

(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 a majority of the 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' fee 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 as follows

(1) To make, levy and collect assessments against members and members' apartment units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association. 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 and maintenance of the condominium property and to authorize the management agent to assist the association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The association shall, however, retain at all times, the powers and duties granted by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and the execution of contracts in behalf 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 do so 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, ACCOUNTS, BUDGET, ASSESSMENTS

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.

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.

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 controlling or disbursing 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.

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 proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in S. 718.504(20), a copy of which is attached and made a part hereof as Schedule "B". In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to; roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement costs of each reserve item. 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 preceding 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 preceding 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 any year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

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

7. TRANSFER, SALE, LEASE OR SUBLEASE OF UNITS

No fee shall be charged in connection with a transfer, sale, or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

8. 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.

9. 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 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.

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 the Bylaw. See Bylaw..... for present text". Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment. 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.

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 or prior to such meeting.

The undersigned, being the Secretary/Treasurer of the CANAVERAL SANDS 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 11th day of March, 1980.


Secretary/Treasurer

SCHEDULE "A" TO BYLAWS
OF
CANAVERAL SANDS CONDOMINIUM

LEGAL DESCRIPTION PHASE 1

A portion of Tract 9 of the replat of Chandler Park, according to the Plat thereof as recorded in Plat Book 21, at Page 80 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 9; Thence run East along the North line of said Tract 9 for 679.46 feet to a point on the mean high water line of the Atlantic Ocean said point also being the point of beginning of the following described parcel of land; Thence run West along the previously described course for 679.46 feet to a point on the East right of way line of Ridgewood Avenue; Thence run $S17^{\circ}35'25''W$ along said East right of way line for 20.08 feet said point being on the point of curvature of a circular curve to the right, having a central angle of $18^{\circ}10'05''$ and a radius of 390.0 feet; Thence run Southwesterly along the arc of said curve for 123.67 feet to the point of tangency of said curve; Thence run $S35^{\circ}45'30''W$ for 26.10 feet to the point of curvature of a circular curve to the left having a central angle of $2^{\circ}15'41''$ and a radius of 1150.0 feet; Thence run Southerly along the arc of said curve for 45.39 feet; Thence leaving said curve run $S75^{\circ}35'31''E$ for 100.80 feet; Thence run $N14^{\circ}24'29''E$ for 23.66 feet; Thence run $S75^{\circ}35'31''E$ for 86.0 feet; Thence run $N14^{\circ}24'29''E$ for 6.0 feet; Thence run $S75^{\circ}35'31''E$ for 80.0 feet; Thence run East parallel with the North line of said Tract 9 for 457.0 feet more or less to a point on the mean high water line of the Atlantic Ocean; Thence meander Northeasterly along said mean high water line for 233.0 feet more or less to the point of beginning. Said parcel contains 3.51 acres more or less.

LEGAL DESCRIPTION PHASE 2

A portion of Tract 9 of the replat of Chandler Park, according to the Plat thereof as recorded in Plat Book 21, at Page 80 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 9; Thence run East along the North line of said Tract 9 for 223.46 feet; Thence run $S15^{\circ}15'31''W$ for 141.02 feet; Thence $S14^{\circ}24'29''W$ for 92.22 feet; Thence run East parallel with the North line of said Tract 9 for 457 feet more or less to a point on the mean high water line of the Atlantic Ocean said point also being the point of beginning of the following described parcel: Thence run West along the previously described course for 456.53 feet; Thence run $N75^{\circ}35'31''W$ for 80.0 feet; Thence run $S14^{\circ}24'29''W$ for 6.0 feet; Thence run $N75^{\circ}35'31''W$ for 86.0 feet; Thence run $S14^{\circ}24'29''W$ for 23.66 feet; Thence run $N75^{\circ}35'31''W$ for 100.80 feet to a point on the East right of way line of Ridgewood Avenue said point also being a point on a curve concave to the Southeast whose center bears $S56^{\circ}30'11''E$ with a central angle of $9^{\circ}05'10''$ and a radius of 1150.0 feet; Thence run Southerly along the arc of said curve for 182.37 feet; Thence leaving said curve run $S75^{\circ}35'31''E$ 312.55 feet; Thence run East parallel with the North line of said Tract 9 for 455.09 feet to a point on said high water line; Thence meander Northeasterly along said high water line for 206.0 feet more or less to the point of beginning. Said parcel contains 3.37 acres more or less. PAGE

SCHEDULE "A" CONTINUED

LEGAL DESCRIPTION PHASE 3

A portion of Tract 9 of the replat of Chandler Park according to the plat thereof as recorded in Plat Book 21 at Page 80 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Tract 9; thence run $S89^{\circ}48'05''E$ along the South line of said Tract 9 for 777.56 feet to a point on the mean high water line of the Atlantic Ocean said point also being the point of beginning of the following described parcel of land; thence run $N89^{\circ}48'05''W$ back along the previously described course for 580.01 feet to a point 197.55 feet West of the Southwest corner of said Tract 9; thence run $N14^{\circ}24'29''E$ for 270.58 feet; thence run $S75^{\circ}35'31''E$ for 123.13 feet; thence run East parallel with the North line of said Tract 9 for 455.09 feet to a point on said mean high water line; thence meander Southwesterly along said mean high water line for 241.0 feet more or less to the point of beginning. Said parcel contains 3.147 acres more or less.

LEGAL DESCRIPTION PHASE 4

A portion of Tract 9 of the replat of Chandler Park according to the plat thereof as recorded in Plat Book 21 at Page 80 of the Public Records of Brevard County, Florida, being more particularly described as follows: Begin at the Southwest corner of said Tract 9; thence run $N5^{\circ}45'30''E$ along the East right of way line of Ridgewood Avenue for 60.94 feet to the point of curvature of a circular curve to the right having a central angle of $12^{\circ}00'00''$ and a radius of 532.96; thence run Northerly along the arc of said curve for 111.62 feet to the point of tangency of said curve; thence run $N17^{\circ}45'30''E$ for 15.0 feet to the point of curvature of a circular curve to the right having a central angle of $6^{\circ}39'09''$ and a radius of 1150.0 feet; thence run Northeasterly along the arc of said curve for 133.53 feet; thence leaving said curve run $S75^{\circ}35'31''E$ for 189.43 feet; thence run $S14^{\circ}24'29''W$ for 270.58 feet to a point on the South line of said Tract 9; thence run $N89^{\circ}48'05''W$ along said South line for 197.55 feet to the point of beginning. Said parcel contains 1.36 acres more or less.

RETURN TO:
GRALLA & NORWICH
ATTORNEYS AT LAW
P. O. BOX 606
COCOA BEACH, FLA. 32931

OFF. REC.

2257

PAGE

2067

EXHIBIT "D"

This instrument prepared by and
should be returned to:

Gene S. Boger, Esquire
TAYLOR & CARLS, P.A.
6767 N. Wickham Road
Suite 400
Melbourne, Florida 32940
(321)253-2223

Cross referenced to Declaration of Condominium
recorded in Official Records Book 2257, Page
2004, as amended in Official
Records Book 2287, Page 0902; Official
Records Book 2296, Page 1076; Official
Records Book 2326, Page 1095; Official
Records Book 2331, Page 1026; Official
Records Book 2488, Page 1924; Official
Records Book 2517, Page 1474; and official
Records Book 2875, Page 2119; Public Records
of Brevard County, Florida.

**CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF CANAVERAL SANDS CONDOMINIUM ASSOCIATION, INC.**

THIS IS TO CERTIFY THAT attached as Exhibit "A" is a true and correct copy of the
Amendment to the By-Laws of Canaveral Sands Condominium Association, Inc. (the "Association"),
such By-Laws originally adopted by the Board of Directors of the Association on March 11, 1980
and recorded in Official Records Book 2257, Page 2056, of the Public Records of Brevard County,
Florida. This amendment was duly and properly adopted pursuant to Section 9c of the subject By-
Laws by the approval of at least two-thirds of the entire membership of the Board of Administration;
and by an affirmative vote of the members owning not less than two-thirds of the units in Canaveral
Sands Condominium at a properly-noticed meeting of the Association held on February 15, 2008.

EXECUTED at March, 2008, Brevard County, Florida, on this the 17th day of

WITNESSES:

CANAVERAL SANDS CONDOMINIUM
ASSOCIATION, INC.

Edwin Smally
Print Name: EDWIN SMALLY

By: Jerrold F. Beaumont
President

Loren M. Ault
Print Name: Loren M. Ault

Address: 8494 RIDGEWOOD AVE #4201
CAPE CANAVERAL, FL 32920

Edwin Smally
Print Name: EDWIN SMALLY

Attest: Jean M. Deak
Secretary

Loren M. Ault
Print Name: Loren M. Ault

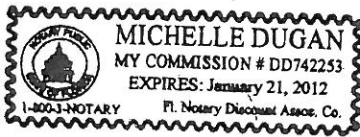
Address: 8494 Ridgewood Ave #4205
Cape Canaveral, FL 32920

Taylor + Carls, P.A.
850 Concourse Parkway South
Suite 105
→ Merritt Island, FL 32751

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7th day of MARCH, 2008, by Jerrid Beaumont and Jean Deck who are personally known to me to be the President and Secretary, respectively, of CANAVERAL SANDS CONDOMINIUM ASSOCIATION, INC., or who have produced _____ (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 7th day of March, 2008.



Michelle Dugan
Notary Public
Print Name: Michelle Dugan
Commission No.: DD742253
My Commission Expires: 1-21-2012

Csc001 cer1

Exhibit "A"

I. **Article 3.c. of the Bylaws is amended as follows:**

c. ~~Written Notice~~ of all membership meetings, ~~regular or special~~, shall be given by the ~~President, Vice President or Secretary/Treasurer of the Association, or other office 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 subject for which the meeting is called. ~~Notice of any meeting where assessments against unit owners are considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Such notice shall be given to each member not less than (15) day nor more than (3) days prior to the date set for such meeting, which notice shall be mailed to each member within said time. The nNotice of the all membership meetings shall be mailed, hand delivered or electronically transmitted to each member at least fourteen (14) days prior to the meeting sent by certified mail, return receipt requested, which mailing shall be deemed notice.~~ Written notice of all membership meetings, regular or special, shall also 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 a quorum has not attended, or because a greater percentage of 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 on matters for which action by written agreement without meetings is expressly allowed by the Declaration of Condominium, Bylaws, Articles of Incorporation or any Florida statute 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.

NOTE:

All additions are identified by a bold underline and all deletions are identified by a ~~strikethrough~~.

purposes of recording in the Brevard County Public Records as required by the Florida Condominium Act.

ATTEST: John M. Albert - Director
for Canaveral Sands Condo Assoc.
Dorothy Benko, Secretary

CANAVERAL SANDS CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation
BY Richard S. Shockley V.P.
President

(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF Brevard :

The foregoing instrument was acknowledged before me this
21st day of December, 1988, by Richard S. Shockley,
President of Canaveral Sands Condominium Association, Inc., on
behalf of the corporation.

Mary J. Miranda
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 27, 1992
BONDED THROUGH GENERAL INS. UND.



STATE OF FLORIDA :
COUNTY OF Brevard :

The foregoing instrument was acknowledged before me ^{THIS}
21st day of December, 1988, by John M. Albert, Director
Secretary of Canaveral Sands Condominium Association, Inc., on
behalf of the corporation.

Mary J. Miranda
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 27, 1992
BONDED THROUGH GENERAL INS. UND.

twice in p...
w...



PGS. 2 # NAMES 2
 TRUST FUNDS 1.50 RECEIPT PAYMENT AS
 REC FEES 900 INDICATED FOR CLASS
 DOC ST. S. _____ OF TRANSFERABLE & DOC
 STAMP TAXES INCLUDING
 PENALTY & INTEREST.
 SER. CHG. S. _____
 TRUST FUNDS _____
 Clerk Circuit Court
 Brevard Co., Florida

This Instrument Prepared by and
 Record and Return to:

A. Van Catterton, Jr., Esq.
 SPIELVOGEL AND GOLDMAN, P.A.
 P. O. Box 249
 Melbourne, Florida 32902-0249

CERTIFICATE OF AMENDMENT TO BYLAWS

OF

CANAVERAL SANDS CONDOMINIUM ASSOCIATION, INC.

Pursuant to Section 718.112(1), Florida Statutes (1987), and the provisions of the Bylaws of CANAVERAL SANDS CONDOMINIUM ASSOCIATION, INC. ("Association"), which Association is responsible for the management and operation of CANAVERAL SANDS CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Record Book 2257, Page 2004, Public Records of Brevard County, Florida, and pursuant to the required approval of the Board of Administration and members of the Association at duly-held meetings thereof, the Bylaws are amended as follows:

1. Paragraph 6d of the Bylaws is amended to read as follows:

The Association's Annual Financial Statements shall be prepared in compliance with State of Florida Administrative Code 7D-23.004 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.

2. The first sentence of Paragraph 9c of the Bylaws is amended to read as follows:

In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of at least two-thirds of the entire membership of the Board of Administration and by an affirmative vote of the members owning not less than two-thirds of the Apartment units in the Condominium.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed in its name and by its President and Secretary this ____ day of _____, 198__, for

606023

88 DEC 22 AM 10:11