

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
BOUCHELLE ISLAND VIII CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on February 13, 2001, by a vote of not less than 100% of the Board of Directors and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for BOUCHELLE ISLAND VIII CONDOMINIUM, as originally recorded in O.R. Book 3736, Page(s) 4103+4153, et seq., in the Public Records of Volusia County, be and the same is hereby amended as follows:

1. The Declaration of Condominium of BOUCHELLE ISLAND VIII CONDOMINIUM is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."
2. The Bylaws of Bouchelle Island VIII Condominium Association, Inc., being Exhibit B to said Declaration of Condominium, are hereby amended in accordance with Exhibit B attached hereto and entitled "Schedule A to Bylaws."

IN WITNESS WHEREOF, BOUCHELLE ISLAND VIII CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 13th day of February, 2001.

(CORPORATE SEAL)

BOUCHELLE ISLAND VIII
CONDOMINIUM ASSOCIATION, INC.

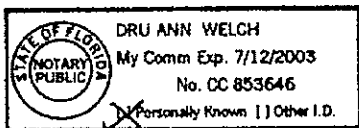
ATTEST:

William G. Foster
Secretary

By: Walter Schickel
President

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

On this 13th day of February, 2001, personally appeared Walter Schickel, President, and acknowledged before me that he executed this instrument for the purposes herein expressed.



Dru Ann Welch
Notary Public
My commission expires: 7/12/2003

**A RESOLUTION OF THE BOARD OF ADMINISTRATION
ESTABLISHING PROCEDURES FOR SETTING MINIMUM
RENTAL GUIDELINES FOR LEASING OR RENTING OF UNITS,**

BE IT HEREBY RESOLVED by the Bouchelle Island VIII Condominium Association, Inc., as follows:

1. THAT no unit may be leased or rented for a period less than three months.
2. THAT all renters must complete a rental information sheet and return it to the condominium President along with a copy of the proposed lease.
3. THAT all renters, invitees or guests must abide by "BOUCHELLE'S TEN GOLDEN RULES."

ADOPTED by the Board of Administration this 13th day of February, 2001.

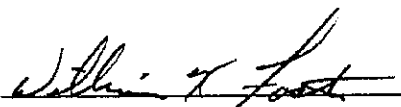
By: 
Secretary of the Association

EXHIBIT A
"Schedule of Amendments to Declaration of Condominium"

16.1 Occupancy of Units. Each Residential Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guest: (I) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease of sublease of the Unit (as described below), as the case may be. Occupants of an approved leased of subleased Unit must be the following persons, and such persons' families and guest: (I) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than four (4) persons not so related who maintain a common household in a Unit. In no event shall occupancy (except for temporary occupancy by visiting guest) exceed two (2) persons per each bedroom in the Units. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. No Unit may be leased or rented for a period of less than three months. The restrictions in this Subsection 16.1 shall not be applicable to Units owned by the Developer.

EXHIBIT B

SCHEDULE A TO BY-LAWS

RULES AND REGULATION FOR

BOUCHELLE ISLAND VIII CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulation supplement those contained in the Declaration of Condominium of **BOUCHELLE ISLAND VIII CONDOMINIUM ASSOCIATION, INC.** They are applicable to all occupants of Units as well as to Unit owners.

1. The entranceways, passages, vestibules, lobbies, halls and similar portions of the Common Elements shall be only for ingress and egress to and from the Condominium Property. No personal property shall be stored in them.
2. Each Unit Owner's personal property must be stored within his Unit or within storage lockers or spaces, if any, appurtenant to his Unit as Limited Common Elements.
3. The Common elements shall not be obstructed, littered, defaced, or misused in any manner.
4. No articles shall be placed in hallways.
5. No article except suitable furniture, plants and planters shall be placed on balconies, terraces or similar areas.
6. Neither rugs, laundry nor any other articles shall be shaken or hung from windows, doors, balconies, terraces or exterior walls.
7. Garbage and other refuse shall be placed only in designated areas.
8. Employees of the Association are not to be engaged by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising the Association's employees.
9. No Unit Owner shall make disturbing noises in the Building or permit his family, servants, employees, agents, visitors, or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio, or the like in a way that unreasonable disturbs or annoys other Unit owners or Occupants.
10. No radio or television installation or other electronic equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.
11. With the exception of signs used or approved by the Developer, no signs, advertisements, notices, or lettering may be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements or any part of a Unit so as to be visible outside the Unit. Additionally, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof, or other portions of the Building or on the Common Elements.
12. The Association may retain a pass-key to all Units. If a Unit Owner shall alter or install a new key lock, the Unit Owner shall provide the Association with a new key.

EXHIBIT B

13. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such as are normally used in small barbecues or for normal household purposes.
14. A Unit Owner who plans to be absent must prepare his unit prior to his departure by designating a responsible firm or individual to take care for his Unit should the Unit suffer damage and furnishing the Association with the name(s) of that firm or individual.
15. Beverages in glass containers may not be consumed on the Common Elements.
16. Curtains and drapes (including their linings) which face on exterior windows or glass doors of units shall be subject to the Board's disapproval, and, if disapproved, shall be removed and replaced with acceptable items.
17. No aluminum foil may be placed in any window or glass door of a unit, and no reflective substance may be placed on any glass in a unit except a substance previously approved by the Board of Directors for energy conservation purposes.
18. No exterior antennae shall be permitted on the Condominium property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines and security systems, as well as temporary communications systems.
19. Children shall be the direct responsibility of their parents or legal guardians, who must supervise them while they are within the Condominium property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas and loud noises will not be tolerated.
20. Pets are not permitted on any part of the Common Elements (except a balcony or terrace appurtenant to the unit of the animal's owner except when they are leashed and being walked or transported directly off the Condominium property or directly to their owner's unit.
21. Garage doors shall be kept in a closed position when the garage is not being used.
22. Every owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time), to the extent applicable. Failure of an owner or occupant to comply shall be grounds for legal actions which may include, without limitation, an action to recover sums due for damages an action for injunctive relief, and any combination of such actions.
23. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine not exceeding \$50.00 may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation by By-Laws, provided the following procedures are adhered to:
 - (a) **Notice:** The Association shall notify the owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or

EXHIBIT B

occupant shall present reasons why penalties should not be imposed. The Owner or occupant may be represented by counsel and may cross-examine witnesses.

(b) **Hearing:** The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the owner or occupant by not later than twenty-one (21) days after the Board Directors meeting.

(c) **Payment of Penalties:** Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(d) **Application of Penalties:** All monies received from fines shall be allocated as directed by the Board of Directors.

(e) **Non-exclusive Remedy:** These fines shall be construed to be non-exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.

24. No Unit may be leased or rented for a period less than three months.

25. Any unit owner wishing to lease or rent their unit must submit the approved form provided by the association along with a copy of the proposed lease or rental agreement to the Board of Directors prior to occupancy of the tenant.