

SOUTH MILHAUSEN PA  
1000 LEGION PL  
STE 1200  
ORLANDO FL 32801

12

9

CERTIFICATE OF AMENDMENTS

TO

DECLARATION OF CONDOMINIUM

OF

THE CASUARINA CLUB CONDOMINIUM

AND TO BYLAWS OF

THE CASUARINA CLUB OWNERS ASSOCIATION, INC.

THE UNDERSIGNED Officers of THE CASUARINA CLUB OWNERS ASSOCIATION, INC., the not-for-profit Florida corporation organized and existing to operate and maintain the CASUARINA CLUB CONDOMINIUM according to the Declaration of Condominium thereof as initially recorded in O.R. Book 2085, Page 817, et. seq., of the Public Records of Brevard County, Florida, as amended, hereby certify that the adoption of the Amendments set forth below to the Declaration, and to the Bylaws of The Casuarina Club Owners Association as initially recorded in O.R. Book 2085, page 850, et. seq., as amended, Public Records of Brevard County, Florida, were approved by not less than three-fourths (3/4ths) of the entire Association membership, voting in person or by proxy at a duly convened membership meeting held April 30, 2015. The undersigned certify that the Amendments set forth below were proposed and adopted in accordance with the condominium documentation, and applicable law.

Additions indicated by underlining

Deletions indicated by strike-throughs (---)

Unaffected language omitted to save typing indicated by ellipsis (...)

DECLARATION

2. DEFINITIONS

...

"Limited common element" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, such as, but not limited to, windows, doors, sliding glass doors, storage closet doors and skylights exclusively serving a unit and opening through a unit's perimeter boundary wall or ceiling, or otherwise located upon limited common elements exclusively serving a unit.

...

## 5. APARTMENT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

...

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, including which consists of covered parking spaces numbered 101 through 410, corresponding to the unit numbers, and the exclusive right to the use of each one of the aforesaid covered spaces herein now designated as limited common elements are assigned to the unit owner with the correspondingly numbered unit. This location of each of the said parking spaces is shown on Sheet 2 of Exhibit "A". All balconies and ground floor patio areas shall be designated and treated as limited common elements appurtenant to the unit including storage closet doors located upon such balconies and patios, along with all windows, doors, skylights, storage closet doors and sliding glass doors exclusively serving a unit. Repairs and replacement and maintenance of such limited common element windows, doors, skylights, storage closet and sliding glass doors of serving each unit is the owner's responsibility at the owner's expense.

These limited common elements are reserved for the use of the designated unit appurtenant thereto, to the exclusion of other units, and they shall pass with such unit, as appurtenant. Except in regard to limited common element windows, doors, skylights, storage closet and sliding glass doors, expenses of maintenance, repair, or replacement relating to such limited common elements or involving structural maintenance, repair or replacement, shall be treated as and paid for as part of the common expenses for the Association corporation. The storage closet, and its door, under the stairs of the South building on the ground floor shall be a limited common element appurtenant to Unit 306.

...

## 9. COMMON EXPENSES, ASSESSMENTS, COLLECTIONS, LIEN AND ENFORCEMENT, LIMITATIONS

...

Assessments and installments on them not paid when due bear interest at the rate of ~~10~~18 % (eighteen percent) per annum, or up to the highest rate permitted by law, whichever is greater, from due date until paid. The Association may also charge an administrative late fee upon assessments and installments not paid when due, or any other administrative charges authorized by the Condominium Act, up to the highest amount permitted by law.

...

## 11. RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

Each apartment owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment,

electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his the apartment and which may now or hereafter be affixed or contained within the his apartment. Such owner shall further be responsible for maintenance, repair and replacement of any air-conditioning equipment servicing the his apartment although such equipment not be located in the apartment, and of any and all wall, ceiling and floor surfaces, windows, doors, sliding glass and storage closet doors and skylights exclusively serving the apartment, hurricane shutters satisfying Association specifications installed by the owner, and painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein.

Other than air-conditioning equipment serving an apartment but located beyond its boundaries, and the windows, doors, sliding glass and storage closet doors and skylights exclusively serving an apartment, whose maintenance, repair and replacement responsibility belongs to the apartment owner, the Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors (other than non-conforming or specialty exterior doors whose painting responsibility shall belong to the apartment owner), fences, but excluding windows and owner-installed hurricane shutters, shall also be the Association's corporation's responsibility. Should any damage be caused to any apartment by reason of any work which may be done by the Association corporation in the maintenance, repair or replacement of the common elements, the Association corporation shall bear the expense of repairing such damage; provided that, as set forth in Article 4 of this Declaration, as amended, apartment owners shall bear the expense of repairing or replacing any damage caused by Association post tension cable repairs to: the paint upon the walls or ceiling of an apartment, or to the floor coverings serving an apartment or its limited common tenant balcony or patio, or to the windows, doors, skylights, storage closet doors and sliding glass doors exclusively serving a unit.

...

The Association shall determine the exterior color scheme of all buildings and, except as otherwise provided in this Article, shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, exterior door (including a non-conforming or specialty exterior door), window, patio, hurricane shutter or any exterior surfaces, etc., at any time without the written consent of the Association acting through the Board of Directors, by way of the consent of a majority or more of those Directors attending a duly noticed and convened Board meeting.

...

## 12. USE RESTRICTIONS

Each apartment is hereby restricted to residential use by the owner or owners thereof, their guests and tenants.

No condominium ~~apt. apartment~~ shall be occupied by more than five (5) persons, ~~with no more than one child per bedroom under twelve (12) years of age.~~

...

~~No animal pets other than one dog or one cat may be kept or harbored in any one (1) apartment subject to regulation of size by the club owners association. Snakes or reptiles of all kinds may not be kept or harbored on the project and no birds or fowls except those ordinarily domesticated and kept as pets may be kept on the project.~~

Each Apartment (regardless of the number of Owners) may maintain no more than one (1) dog and/or one (1) cat as household pets, provided said pet is not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. "Household pets" is defined to mean cats and dogs; provided that, nothing contained herein shall prohibit the keeping of fish in an aquarium, in addition to household pets as defined, as long as they do not become a source of annoyance. Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets must be leashed at all times when outside the Apartment on either the common elements or the limited common element covered parking (garage) areas. Pets may not be permanently kept in a Common Element or in a Limited Common Element. Other than fish in an aquarium, no reptiles or wildlife or exotic animals shall be kept in or on the Condominium Property (including the Apartments). Any Owner, or approved Lessee or other resident, duly authorized to keep a pet, who keeps any pet upon any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association, and each owner, free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Property. All pets shall be registered with the Association and inoculated as required by law. The restrictions of this Rule shall not apply to a domestic pet trained to assist a sight or hearing impaired unit owner or occupant, such as a "seeing-eye dog", provided the owner of such pet registers the same with Association, and furnishes reasonable evidence of the existence of the handicap or the impairment of the pet owner, and training and Certification of the pet as appropriate. Violation of these provisions shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Owners (as provided in any applicable rules and regulations) and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property. No one other than an Owner or approved lessee is permitted to keep any pet.

...

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of the Association as provided by its Articles of Incorporation and Bylaws, which rules must be uniformly applied and equitable and which shall not be unduly burdensome or unreasonable. These rules and restrictions shall ~~be restricted to the~~

governing of the operation and use of the condominium property, including the units, the limited common elements and the common elements.

...

### 13. LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT

Except upon the approval of a majority or more of those Directors attending a duly noticed and convened Board meeting, no owner of an apartment shall make any structural, plumbing or electrical modifications to the apartment, or major alterations of the apartment including, but not limited to, kitchen or bathroom renovations and relocation of interior walls. Further, except as mandated by law or upon the approval of a majority or more of the Association members attending a duly noticed and convened membership meeting in person or by proxy, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters other than owner-installed hurricane shutters satisfying Association specifications, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further nor owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of the his apartment. The Board shall by board adopted rules establish the licensing, insurance and other requirements for any contractors desired to be retained by an owner to perform any proposed work to the unit pursuant to this Article.

...

### 27. VEHICULAR RESTRICTIONS

Except as set forth below, only motorcycles, mopeds and conventional passenger automobiles may be parked in any designated parking space or garage and only if the automobile has a current license tag affixed to it. A "motorcycle" or "moped" shall be limited to a motor vehicle having a seat or saddle for the use of the rider(s) and designed to travel on not more than three (3) wheels in contact with the ground. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, pick-up trucks and vans which do not exceed 20' in length, sport utility vehicles which do not exceed 20' in length (such as Ford Explorer and Expedition, Chevrolet Tahoe and Suburban, Jeep Cherokee, Cadillac Escalade and similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer), but specifically excluding commercial and other vehicles as described below and all vehicles that have been substantially modified by increasing their height, or equipped with off-road tires, after-market roll bars and the like.

Except as otherwise authorized by the Board of Directors or by Board rule, all other "non-conventional" motor vehicles shall be prohibited from parking in any area upon the condominium property, including but not limited to: commercial vehicles (any vehicle used in a trade or business and having trade or business advertising or promotional information, symbols

or materials affixed thereto); trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pick-up trucks exceeding 20' in length); vans exceeding 20' in length; sport utility vehicles exceeding 20' in length; boats; boat trailers; campers; recreational vehicles (vehicles having either kitchen or bathroom facilities); trailers; motorhomes; mobile homes; and any and all other vehicles other than those described above. Storage pods shall also be prohibited from being located upon the condominium property in the same fashion as non-conventional motor vehicles, except as otherwise authorized by the Board.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (i) service vehicles may be temporarily parked in parking spaces; (ii) a unit owner may authorize the use of his or her assigned parking space or garage for temporary use by a service vehicle servicing the unit, but in no event overnight; and (iii) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles, may be temporarily parked in a parking space or garage when they are being actively loaded or unloaded, for a term not to exceed forty-eight (48) hours in any thirty (30) day period.

No vehicle belonging to any owner or tenant, or to a member of the family of an owner or tenant, or to the guest, agent or employee of any owner or tenant shall be parked in such manner as to impede or prevent access to another unit's designated parking space(s) or garage(s). The owners, tenants, their employees, servants, agents, visitors, licensees, and families will obey parking regulations posted at the private streets, parking areas and drives, and any other traffic regulations which may be promulgated by the Board for the safety, comfort and convenience of the owners. No vehicle which is unlicensed or which cannot operate on its own power shall remain within the condominium property for more than 24 hours. No significant repair of vehicles shall be made within the condominium property other than minor repairs such as: battery changes, wiper blade replacement, fixing of flat tires, and the like. No vehicle which is abandoned, derelict or unsightly, as evidenced by unfixed flat tires, unrepaired or broken window glass, and rust holes, etc., may remain on the condominium property.

No parking is permissible on the lawns or non-paved common elements. Each unit is assigned parking space(s) or garage(s); if a unit's occupants utilize a vehicle for which no assigned parking space or garage is available, such vehicle shall be parked in an open, non-assigned parking space within the parking area serving the building in which such unit is located; provided that, a unit's occupants who utilize more than two (2) vehicles may not park more than two (2) vehicles upon the condominium property. Guests must park in open, non-assigned spaces.

Any and all vehicles parked or stored on the condominium property which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Association, at owner expense. If towed from the condominium property, vehicles shall be stored at the expense of the owner. The Association shall not be responsible for any losses or damage of any nature whatsoever sustained by the unit owner, vehicle owner or user of the vehicle as a result of the vehicle's towing or removal from the

condominium property, nor shall the Association bear responsibility for damages to the vehicle or any damages or loss to the personal property contained within the vehicle.

(The remainder of the Declaration of Condominium is unchanged.)

## BYLAWS

...

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held ~~within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held~~ on the same day of the same month of March of each year thereafter, and at the hour, as determined by the Board of Directors of 8:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

...

### ARTICLE VI

#### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as needed ~~monthly without~~ upon not less than three (3) days notice to each Director, except in an emergency, at such place and hour as may be fixed ~~from time to time by resolution of the Board.~~ Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of said meeting shall also be posted upon the condominium property or delivered as required by law, except in an emergency.

...

### ARTICLE VIII

#### OFFICERS AND THEIR DUTIES

...

Section 8. Duties. The duties of the officers are as follows:

...

d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual report ~~audit~~ of the Association books to be made as required by statute ~~a public accountant~~ at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership ~~at its regular annual meeting~~, and deliver a copy of each to the members.

...

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. ~~If the assessment is not paid within thirty (30) days after the due date, and the assessment shall bear interest from the date of delinquency as provided in the Declaration or pursuant to the Condominium Act at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs, late fees and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of this unit.~~

...

(The remainder of The Bylaws is unchanged.)

Executed this 8th day of May, 2015.

Signed, sealed and delivered  
in the presence of WITNESSES:

THE CASUARINA CLUB OWNERS  
ASSOCIATION, INC.




Print Name Josh Sullivan



Print Name BRETT McDOWELL

By:   
Joe Fechner, President

ATTEST:

By:   
CANDICE HALL, Secretary  
Director

(Corporate Seal)

STATE OF FLORIDA       )  
   ) ss  
 COUNTY OF BREVARD    )

BEFORE ME, the undersigned authority, personally appeared Joe Fechner, and Candice Hall, to me personally known to be the President and ~~Secretary~~ Director respectively, of THE CASUARINA CLUB OWNERS ASSOCIATION, INC. or having produced DL as identification and did / did not take an oath, and the severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 8th day of May, 2015.

Lisa R. Russell  
 Notary Public, State of Florida at Large  
 Printed Name: Lisa R. Russell  
 My commission expires: 3-5-17

