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CORRESPOND TO ORLANDO

November 2, 2015

VIA REGULAR U.S. MAIL

Banana Bay Condominium Association, Inc.
c/o Ryan Marrs
Space Coast Property Management, Inc.
928 E. New Haven Ave.
Melbourne, FL 32901

RE: Certificate of Amendment

Members of the Board:

We are pleased to enclose the original Certificate of Amendment, which has been recorded in the Public Records of Brevard County. Please keep this document with your other Governing Documents for the community in a safe place.

Thank you for your time and attention to this matter. Feel free to contact us if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Sharon R. Vegren'.

Sharon R. Vegren, Florida Registered Paralegal



PREPARED BY AND RETURN TO:

Frank A. Ruggieri
The Ruggieri Law Firm, P.A.
390 North Orange Ave. Ste. 2300
Orlando, FL 32801

CFN 2015210593, OR BK 7480 PAGE 112.
Recorded 10/26/2015 at 03:27 PM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:8

BANANA BAY CONDOMINIUM ASSOCIATION, INC. CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM AND THE BYLAWS OF THE BANANA BAY CONDOMINIUM ASSOCIATION, INC.

WHEREAS, that certain DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM, was recorded at Official Records Book 2264, Page 299, Public Records of Brevard County, Florida (hereinafter referred to as "Declaration"); and

WHEREAS, pursuant to Article XIII of the Declaration, the Declaration may be amended at a regular or special meeting of the members by 67% of the Owners appearing in person or by proxy at a duly noticed and called meeting of the Members; and

WHEREAS, the amendments herein were adopted by at least 67% of the Members present in person or by proxy appearing at a duly noticed and called meeting of the Members held on August 6, 2015 in accordance with Article XIII of the Declaration; and

WHEREAS, that certain Bylaws of The Banana Bay Condominium Association, Inc., were duly adopted and recorded at Official Records Book 2264, Page 278, Public Records of Brevard County, Florida (hereinafter referred to as "Bylaws"); and

WHEREAS, pursuant to Article 8. of the Bylaws, the Bylaws may be amended by 75% of the total voting interests of the Association; and

WHEREAS, at least 75% of the total voting interests in the Association did appear in person or by proxy at the foregoing meeting held on August 6, 2015, and did approve the amendments to the Bylaws set forth herein;

NOW, THEREFORE, the Declaration and Bylaws are hereby amended as follows:

1. Definitions All capitalized terms set forth herein shall have the same meaning as set forth in the Declaration.
2. Amendments The following amendments to the Declaration and Bylaws are hereby adopted as follows:

Article IX, Section d. of the Declaration is hereby amended to read as follows:

d. In the event owners of a unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, or otherwise violate the terms of the Declaration, the Association or an owner with an interest in any unit shall

DELETED LANGUAGE INDICATED BY STRIKETHROUGH; ADDED LANGUAGE INDICATED BY UNDERLINE.

have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall have the option, but shall not be required, to take such action as is necessary to correct the failure to maintain the unit or other portions of the Condominium Property which the unit owner is required to maintain, or damage to the Common Elements caused by the affirmative act(s) carelessness, or neglect of an owner or their tenants, guests or invitees should the unit owner fail to do so after reasonable notice from the Association. By way of example and not by way of limitation, the Association may clean dryer ducts on an as needed basis or repair and replace exterior hose bibs not otherwise the responsibility of the Association. Without limiting the generality of the foregoing, the Association's right to take action to correct violations of the terms of the Declaration, and its right to impose a Special Assessment, shall apply to any action taken by the Association to correct the violation of the Declaration pertaining to either Common Elements or a unit. The Association shall have the right to levy at any time a special assessment against the owners of the unit in violation of the Declaration for the necessary sums to put the improvements within the unit or the Common Elements, as the case may be, in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the unit, at reasonable times, to do such work as deemed necessary by the Board of Administration of the Association to enforce compliance with the provisions hereof.

The Board of Administration of the Association may enter into a contract with any firm or corporation for the maintenance and repair of the condominium property and may join with other condominium corporations Associations contracting with the same firm, person or corporation for maintenance and repair.

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

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Article X, Section k. of the Declaration is hereby amended to read as follows:

No auto parking space may be used for any purpose other than parking automobiles which that are in operating condition. No other vehicles or objects, including but not limited to, trucks used primarily for commercial purposes, motorcycle, trailers, recreational vehicles, commercial vehicles and boats, will be parked or placed upon such portion any portion of the condominium property unless permitted by the Board of Administration. For purposes of the foregoing restriction, "commercial vehicle" shall be defined as any motor vehicle or conveyance used primarily for business or trade purposes. Factors to be used in making a determination shall be the presence of commercial lettering, signage or other business related advertising on the vehicle, motor vehicles having greater than three-quarter (3/4) ton capacity, or the visible presence of business products, materials and/or tools. The final determination of what constitutes a commercial vehicle shall be made by the Board of Directors, whose final determination in this regard shall be final and not subject to review. No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. Notwithstanding the foregoing, non-motorized watercraft such as canoes and kayaks may be stored in a specific location, if any, designated by the Board such as a storage rack, all of which shall be subject to further rules and regulations as adopted from time to time by the Board. The Board of Directors may adopt

additional or different rules and regulations pertaining to parking in addition to those set forth herein without the necessity of amending the foregoing provision. Any vehicle or object parked in violation of this provision shall be subject to being towed at the Unit Owner's expense, subject only to twenty-four (24) hours' notice in writing from the Association.

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Article X, Section m. of the Declaration is hereby amended to read as follows:

m. One (1) pet-dog or cat shall be allowed to be kept in the owner's unit, however, said pet dog or cat shall not exceed thirty (30) pounds in weight, and the pet dog or cat shall be kept on a leash on the condominium common elements and it shall not create a nuisance. Other common domestic pets shall be permitted provided said pets do not create a nuisance to surrounding Owners. The foregoing restriction on the number of permitted pets does not apply to fish or birds. Whether a pet constitutes a nuisance shall be subject to the Board's discretion whose determination shall be conclusive. Any pet deemed a nuisance shall be permanently removed from the Condominium. For purposes of this provision, "common domestic pets" shall be defined as dogs, cats, fish, birds, and guinea pigs. The foregoing definition of common domestic pet shall likewise be subject to final, dispositive determination of the Board in case of dispute. No other pets shall be allowed. No owner shall engage in the commercial breeding of any permitted pet.

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A new Article X, Section n. is hereby added to the Declaration to read as follows:

No Unit Owner shall install tile in any area of their Unit other than minor repairs to areas currently tiled as of the effective date of this provision, unless adequate and effective noise cancelling underlayment is installed under the proposed tile which is approved in writing, in advance, by the Association. Any Unit Owner proposing to install tile in compliance with this provision shall submit an application to the Association prior to installing the tile and the Association must approve the proposed noise cancelling underlayment prior to commencement of installation.

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Article XIII of the Declaration is hereby amended to read as follows:

~~These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications or amendments in the public records of Brevard County, Florida provided the modification or amendment has been approved by the owners of sixty-seven (67%) percent of the owners of by the affirmative vote of a majority of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the Association, and, provided further that the amendment shall have been approved by each Institutional first mortgage. No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be. There shall be no amendment~~

adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees. In addition to the foregoing, the provisions of Chapter 718, Florida Statutes, and any and all amendments thereto, shall be incorporated as if fully set forth herein. In case of conflict, the provisions of Chapter 718, as amended, shall take precedence.

The Association shall provide a holder, insurer or guarantor of a first mortgagee, upon written request, (such request to state the name and address of such holder, insurer and the unit number) timely notice of:

- (1) Any proposed amendment to the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appurtenant thereto, (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the owners Association appertaining to any unit or (iv) the purposes to which any unit or the common elements are restricted;
- (2) Any proposed termination of the condominium regime;
- (3) Any condemnation loss or any casualty loss with which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (4) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;
- (5) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Invalidation of any one (1) or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a Unit, by the Developer, judgment, court order, or law, shall in no way affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest incorporator of the Association.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

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Article XIX of the Declaration is hereby amended to read as follows:

The owner of each apartment shall be governed by and shall comply with the provisions of this Declaration as well as the Bylaws and Articles of Incorporation of the Association. Any apartment owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an apartment. Nothing herein contained, however, shall be construed so as to modify any waiver or rights of subrogation by insurance companies.

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

In the event it becomes necessary for the Association to retain legal counsel to enforce any provision of the Declaration, Bylaws, Articles of Incorporation, or duly adopted Rules and Regulations, the Association shall be entitled to recover all attorney's fees and costs incurred whether it be before trial, at trial, or on appeal. The Board of Administration shall have the discretion to elect its remedy for enforcement and all said remedies shall be nonexclusive. The foregoing expenses incurred in connection with enforcement of the governing documents are a "Common Expense". However, said expenses are likewise attributable to one Unit Owner to the exclusion of others. Consequently, any and all such expenses shall be the responsibility of the Unit Owner against whom such enforcement efforts have been commenced and shall be assessed to said Owner's Unit as a special assessment.

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Article XXIV of the Declaration is hereby amended to read as follows:

For violation or a breach of any provisions of this Declaration ~~by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings,~~ the Association, and the members thereof, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. The Association's right to proceed to take action to correct any violation of the terms hereof or undertake maintenance and repair to any unit or common element as more particularly described in Article IX, Section d. of the Declaration shall be a cumulative right and in no event shall the Association be required to take such action. In addition to the foregoing right, the corporation shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the corporation shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any

of the provisions of this Declaration shall not bar their subsequent enforcement. In any proceeding arising because of an alleged violation by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court, and in any supplemental proceedings and appellate proceedings pursuant thereto, the prevailing party shall be entitled to attorney fees for said proceedings subsequent to final judgment as the appropriate judicial body may award. In the event it becomes necessary for the Association to retain legal counsel to enforce any provision of the Declaration, Bylaws, Articles of Incorporation, or duly adopted Rules and Regulations, the Association shall be entitled to recover all attorney's fees and costs incurred whether it be before trial, at trial, or on appeal. The Board of Administration shall have the discretion to elect its remedy for enforcement and all said remedies shall be nonexclusive. The foregoing expenses incurred in connection with enforcement of the governing documents are a "Common Expense". However, said expenses are likewise attributable to one apartment owner to the exclusion of others. Consequently, any and all such expenses shall be the responsibility of the apartment or unit owner against whom such enforcement efforts have been commenced and shall be assessed to said owner's apartment or unit as a special assessment.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation; provided the following procedures are adhered to:

(a) The Association may levy reasonable fines of up to \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, to a maximum of \$1,000 in the aggregate. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

(b) An association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

(c) A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the association imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

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Article 4. k.(8) of the Bylaws is hereby amended to read as follows:

(8) To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Declaration of Condominium, and any regulation hereinafter promulgated governing the use of the property in the condominium ~~and to impose a fine of not more than fifty and no/100 Dollars (\$50) for the failure of a resident and/or owner to comply with the provisions of the Association's Documents or Regulations pursuant to the provisions set forth in Section 718.303 (3) of the State of Florida Condominium Act.~~

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation; provided the following procedures are adhered to:

(a) The Association may levy reasonable fines of up to \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, to a maximum of \$1,000 in the aggregate. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

(b) An association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

(c) A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the association imposes a fine or suspension, the association must

provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

3. Full Force and Effect. Except as amended herein, all other restrictions, reservations, easements, and all other provisions of the Declaration and Bylaws shall remain in full force and effect.

WITNESSES:

BANANA BAY CONDOMINIUM
ASSOCIATION, INC.

[Signature]
(Signature)

Maria Aguera Wagner
(Print name)

By: [Signature]
Barbara Peterson, as President

[Signature]
(Signature)

Mianna Domingue
(Print Name)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 15th day of October, 2015, by Barbara Peterson, as President of the Banana Bay Condominium Association, Inc., a Florida not for profit corporation, who is personally known to me or produced Florida DL. as identification.



LaLonni L. Stephens
State of Florida
My Commission Expires 03/06/2018
Commission No. FF 99350

[Signature]
Signature of Notary Public