

Prepared by and return to:
A. Van Catterton, Jr., Esq.
A. Van Catterton, Jr., P.A.
P. O. Box 1598
Melbourne, FL 32902-1598

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CERTIFICATE OF AND AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM,
BANANA BAY CONDOMINIUM ASSOCIATION, INC.

Pursuant to Chapter 718, Florida Statutes, and the Declaration of Condominium of BANANA BAY, A CONDOMINIUM ("Condominium"), as recorded at Official Record Book 2264, Page 239, et seq., as amended, Public Records, Brevard County, Florida ("Declaration"), the Banana Bay Condominium Association, Inc. ("Association"), hereby amends the provisions of the Declaration as set forth below.

The undersigned certifies that following Articles of the Declaration were amended as more particularly set forth below by the affirmative vote and approval of no less than a majority of the units whose votes were cast in person or by proxy at the meeting duly held on October 28, 2019, in accordance with the governing documents of the Association.

Except as otherwise noted: new language underlined; deleted language ~~stricken through~~.

1. ARTICLE IX.b of the Declaration is amended as follows:

"b. 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 opening into walkways, but excluding sliding glass doors and screens, windows and screens, shall also be the Association's responsibility. Should any damage be caused to any apartment by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the corporation shall bear the expense of repairing such damage.

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Banana Bay Condo Assn.
200 S. Banana River Blvd.
Cocoa Beach, FL 32931

Provided, however, the following provisions and conditions shall apply to the maintenance, repair and replacement of front doors in the quadruplexes only. Each owner of a unit in a quadruplex shall be entitled to replace and/or paint his current front door with any style and color of the owner's choosing, provided that all such work must be properly permitted as may be required by law and must comply with all applicable building codes; however, once replaced or repainted, the owner and all subsequent owners of the unit shall thereafter be responsible for all future maintenance, repair and replacement of the front door. Nothing in this paragraph shall apply to front doors of units in the midrise buildings."

2. ARTICLE X.a of Declaration is amended as follows:

"a. Each apartment is hereby restricted to single-family residential use by the owner or owners thereof, their immediate families, guests, tenants (where permitted) and invitees. Except as may otherwise be permitted by law, Each two-bedroom unit is hereby restricted to no more than two (2) ~~four (4)~~ occupants per bedroom as designated on the floorplans attached to the Declaration, as amended, ~~two (2) of whom may be under twelve (12) years of age.~~ As used in this Declaration, "single family" shall mean two or more persons who are related through blood, marriage or legal adoption or who are unrelated but who jointly occupy and have equal access to all areas of a dwelling unit and who function as a single housekeeping unit and as an integrated economic unit."

3. ARTICLE X.b of the Declaration is amended as follows:

"b. The following provisions are adopted in order to maintain a harmonious and congenial community of residents which promotes continuity of occupancy, and to prevent the community from becoming or resembling a hotel, resort or transient lodging facility. ~~The An~~ apartment may be rented provided the occupancy is for single-family residential use only in compliance with the occupancy requirements set forth in Article X.a. above by ~~one (1) lessee and members of his immediate family and guests.~~ No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as an apartment owner. Time sharing of apartments is prohibited. Ownership of an apartment on a monthly or weekly time sharing program is prohibited. Subleasing of apartments is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association. The minimum rental period shall be thirty (30) days consecutively ~~to any ONE occupant.~~ No apartment shall be advertised, marketed or otherwise listed on an internet vacation, bed and breakfast, resort or other rental site as being available for short-term occupancy or for any other purpose which would result in a violation of the association's governing documents. The term "short-term occupancy" shall mean any period of time less than thirty (30) days consecutively. The terms "lease", "rental", "rental agreement" and the like shall include without limitation any lease, sub-lease, rental agreement, license, easement or other grant of the right to temporarily occupy the apartment for a period of time less than thirty (30) days consecutively for valuable consideration given to the owner. Any vehicle owned or leased by a person occupying an apartment in violation of this or any other provision of the governing documents shall be deemed an "unauthorized vehicle"

and shall be subject to towing as determined by the board of directors and as permitted by law. ”

4. ARTICLE X.m. of the Declaration is amended as follows:

“m. Animals and pets shall be restricted to one dog and one cat or combination thereof for a total of not more than two such pets/animals; and the following in reasonable numbers: fish, domestic birds, hamsters and guinea pigs, provided, no parrots or other potentially loud birds shall be permitted. No dog or cat shall weigh in excess of thirty (30) pounds when weighed at maturity. The foregoing shall also apply to animals/pets which visit the Condominium. All pets must be kept on a leash when on the common elements, must be kept under control by the pet’s owner or attendant at all times and the attendant shall be responsible for immediately cleaning up and properly disposing of the animal’s waste. No animal shall be permitted to create a nuisance or otherwise annoy or unreasonably interfere with the peaceful possession and enjoyment of the property by other residents. The owner of any animal shall be strictly liable for any damage or injury which may be caused by the animal or the owner’s failure to comply with these provisions. The failure to comply with this provision or any of the governing documents regulating pets shall be grounds without limitation for removal of the pet. One (1) dog or cat shall be allowed to be kept in the owner’s unit, however, said dog or cat shall not exceed thirty (30) pounds in weight, and the 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 except as expressly permitted herein. No owner shall engage in the commercial breeding of any permitted pet.”

The undersigned further certifies that Article IX of the Declaration was amended as more particularly set forth below by the affirmative vote and approval of no less than seventy-five (75%) percent of all voting interests at the meeting duly held on October 28, 2019, in accordance with the governing documents of the Association:

5. ARTICLE IX of Declaration is amended to add new Section “e” as follows (all new language):

“e. Fenced areas and balconies. In order to reduce the frequency and expenses of repair and maintenance, all wooden fences around the fenced areas of townhouse units, and all wooden railings and decks of townhouse balconies, may be replaced with more durable composite and/or vinyl materials, such as, by way of example, TREX® or equivalent, to be selected by the Board of

Administration. The replacement of such fences, decks and railings may be performed in a single project, on an as-needed basis or at such times and in such order as the Board may otherwise schedule in its reasonable discretion. The type will be as close as possible to the existing style, i.e., dog ear shadow box fencing and top rail with balusters for deck railing. Color for the composite or vinyl materials shall be determined by the Board in its reasonable discretion, provided that all such fencing, decking and railings shall be reasonably consistent in quality and appearance throughout the Condominium.”

Except as amended above, the terms and provisions of the Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 5 day of October, 2019.

BANANA BAY CONDOMINIUM ASSOCIATION, INC.

By Mark Stephen Brodie, President
Mark Stephen Brodie, President

ATTEST:

[Signature]
Berek Demuth, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF BREVARD :

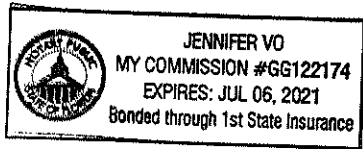
The foregoing instrument was signed and acknowledged before me this 5 day of October, 2019, by Mark Stephen Brodie, as President of Banana Bay Condominium Association, Inc., who is personally known to me or who produced Florida Driver’s License as identification.

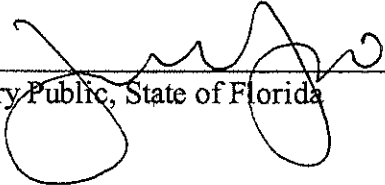


[Signature]
Notary Public, State of Florida

STATE OF FLORIDA :
COUNTY OF BREVARD :

The foregoing instrument was signed and acknowledged before me this 5 day of October, 2019, by Derek Demuth, as Secretary of Banana Bay Condominium Association, Inc., who is personally known to me or who produced Florida Driver's License as identification.





Notary Public, State of Florida