



OCEAN PARK SOUTH OWNER'S ASSOCIATION, INC.
(Not-for-Profit Condominium)
333 TAYLOR AVENUE, CAPE CANAVERAL, FLORIDA 32920

**CERTIFICATE OF AMENDMENT
TO
DECLARATION
OF
OCEAN PARK SOUTH OWNER'S ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on June 27, 2014, by a majority vote of the voting interests of the Association and after the adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for OCEAN PARK SOUTH OWNER'S ASSOCIATION, INC, as originally recorded in O.R. Book 1907, Page 376, et seq., in the Public Records of Brevard County, be and the same is hereby amended as follows:

1. The Declaration of Condominium of OCEAN PARK SOUTH OWNER'S ASSOCIATION, INC., is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."
2. The Bylaws of OCEAN PARK SOUTH OWNER'S ASSOCIATION, INC., being Exhibit B to said Declaration of Condominium, are hereby amended in accordance with Exhibit B attached hereto and entitled "Schedule of Amendments to Bylaws."

IN WITNESS WHEREOF, OCEAN PARK SOUTH OWNER'S ASSOCIATION, INC., has caused the Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 27th day of July, 2014.

ATTEST:

Kathryn A. Rooney
Secretary

OCEAN PARK SOUTH OWNER'S ASSOCIATION, INC.

[Signature]
Vice President

STATE OF FLORIDA)
COUNTY OF BREVARD)

State of Minnesota
County of Hubbard

Jody L. Klein 8-6-2011

[Signature] 7/29/14

For Kathryn Rooney

**SCHEDULE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
FOR
OCEAN PARK SOUTH OWNER'S ASSOCIATION, INC**

1. *Declaration's Article 6, ADMINISTRATION OF CONDOMINIUM BY OCEAN PARK OWNER'S ASSOCIATION, INC., is amended to include the following as the third paragraph:*

In the maintenance, management and operation of the Condominium, said Ocean Park South Owner's Association, Inc. shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the condominium apartment units and common property as the Board of Directors of the Association may deem to be in the best interests of the Association.

2. *Declaration's Article 13, RESTRICTIONS AS TO LEASING, RENTAL AND SALE OF APARTMENTS:, is amended in the second paragraph and fourth paragraph:*

Second Paragraph: The foregoing restriction as to the leasing and rental of ~~apartments~~ condominiums in the project have been adopted in order to prohibit the occupancy of ~~apartment~~ condominium units in the project by transient or short term tenants inasmuch as this project is primarily intended to be a permanent residence for the owners of the ~~apartments~~ condominiums in the project.

Fourth Paragraph: There are ~~no~~ restrictions covering the sale by an owner of the owner's ~~apartment~~ condominium and ~~no~~ approval by the association of any sale is required. Each purchaser of an apartment condominium shall not rent the condominium for a period of one (1) year from the date of purchase. Each purchaser of an apartment condominium shall furnish the Association with a copy of the recorded deed by which the purchaser took title to the apartment condominium within ten (10) days following the recording of the deed in the Public Records of Brevard County.

3. *Declaration's Article 16, THIS DECLARATION MAY IS AMENDED AS FOLLOWS:, is amended to:*

2. After the Developer has turned control of the Association over to the ~~apartment~~ condominium owners, this Declaration may be amended by the approval in writing of at least forty-six (46) of the owners of ~~apartments~~ condominiums or by the affirmative vote of at least forty-six (46) of the ~~apartment~~ condominium owners at a duly called meeting of the ~~apartment~~ condominium owners (members) in accordance with the By-Laws. Limited proxies sent to condominium owners to be counted at a specified meeting with prior notice mailed to all owners informing them of the time and meeting place not returned with the identified unit and name along with original signature and delivered with a postmark and submitted before the conclusion of the count at the meeting will be considered an affirmative vote. No exceptions. Each amendment hereto shall be executed with the formality required for execution of Deeds and each such amendment shall become effective upon its recordation in the Public Records of Brevard County, Florida, unless the amendment shall provide for a later effective date.

4. *Declaration's Article 27, REMEDIES, is amended to:*

~~A. Any person violating or breaching any of the provisions of this Declaration or any rule or regulation which may be adopted by the Association shall be subject to suit by the Developer, any owner of a unit in the project or any institutional mortgagee, jointly or severally, at law for damages or in equity, to compel compliance with the terms and conditions of this Declaration and the said rules and regulations adopted by the Association. The Association shall have the right to enter upon any part of the project where a violation of this Declaration exists and to summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of the provisions of the Declaration or the rules and regulations adopted by the Association shall not bar the subsequent enforcement thereof. The~~

~~prevailing party in any litigation arising under the provisions of this paragraph shall be entitled to payment of all costs incurred by the prevailing party and to payment of a reasonable attorney's fee for the prevailing party's attorney.~~

For violation or breach of any term or provision of the Declaration of Condominium, Articles of Incorporation, Bylaws, or Rules and Regulations, as adopted and amended, the Association, members thereof, and institutional mortgagee shall have the right to a proceeding - when applicable first by voluntary, non-binding arbitration and secondly by legal remedies - to seek compliance, injunctive relief and/or damages. In any proceeding, the prevailing party shall be entitled to recover costs, and reasonable attorney's fees may be recovered against the Association in any proceeding. In addition, the Association shall have the right of enforcement, any delay is not a waiver, to enter a particular unit to abate, improve, maintain, repair, and/or restore the premises in compliance, the foregoing shall not be deemed a trespass, and the owner shall reimburse the Association as required in said documents.

The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, guest or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules and regulations of the association. A fine may not become a lien against a unit. A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing. The association must first provide at least 14 day's written notice and an opportunity for a hearing to the unit owner. The hearing must be held before a committee of other unit owners who are not board members. If the committee does not agree, the fine or suspension may not be imposed. The fine may be up to \$100 per day, for up to 10 days for an aggregate of \$1,000.

The association may suspend, for a reasonable period of time, the right of a unit owner, or unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the Declaration of Condominium, Articles of Incorporation, the Association Bylaws, or reasonable Rules and Regulations of the association.

B. Lien for Assessment

The association shall have a lien on each condominium parcel (the term "condominium unit and the interest in the common elements) for any unpaid assessments and late charges, and the interest thereon which has been assessed against the unit owner of such condominium parcel and for reasonable attorney's fees and costs incurred by the association incident to the collection of the assessment or enforcement of said item. The lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amounts due and the dates when due. No such lien recorded in the Public Records shall continue for a longer period than one (1) year after the claim of lien has been recorded unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, late fees, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. All claims of lien shall be signed and acknowledged by an officer or agent of the association. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida.

If a unit owner is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility service provided to the unit, or parking spaces.

**SCHEDULE OF AMENDMENTS
TO
BY-LAWS
FOR
OCEAN PARK SOUTH OWNER'S ASSOCIATION, INC**

1. *By-Laws, 1b, IDENTITY, is amended to include the following after the first paragraph:*

In the maintenance, management and operation of the Condominium, said Ocean Park South Owner's Association, Inc. shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the condominium units and common property as the Board of Directors of the Association may deem to be in the best interests of the Association.

2. *By-Laws L(v), ALL THE POWERS AND DUTIES OF THE ASSOCIATION:, is amended as follows:*

L(v) To approve or disapprove proposed purchaser's and lessees of ~~apartment~~ condominium units in the manner specified in the Declaration. There are restrictions covering the sale by an owner of the owner's condominium and approval by the association of any sale is required. Each purchaser of an apartment condominium shall not rent the condominium for a period of one (1) year from the date of purchase. Each purchaser of an ~~apartment~~ condominium shall furnish the Association with a copy of the recorded deed by which the purchaser took title to the condominium within ten (10) days following the recording of the deed in the Public Records of Brevard County.

3. *By-Laws 8 (3) ., AMENDMENTS TO BY-LAWS, is amended to:*

8 (3). All amendments must be approved by the affirmative vote of not less than two-thirds (2/3) of the members in order for such amendment to become effective. Limited proxies sent to condominium owners to be counted at a specified meeting with prior notice mailed to all owners informing them of the time and meeting place not returned with the identified unit and name along with original signature and delivered with a postmark and submitted before the conclusion of the Count at the meeting will be considered an affirmative vote. No exceptions. Each amendment hereto shall be executed with the formality required for execution of Deeds and each such amendment shall become effective upon its recordation in the Public Records of Brevard County, Florida, unless the amendment shall provide for a later effective date.

4. *By-Laws, RULES AND REGULATIONS, is amended to:*

17A. Any person violating or breaching any of the provisions of this Declaration or any rule or regulation which may be adopted by the Association shall be subject to suit by the Developer, any owner of a unit in the project or any institutional mortgagee, jointly or severally, at law for damages or in equity, to compel compliance with the terms and conditions of this Declaration and the said rules and regulations adopted by the Association. The Association shall have the right to enter upon any part of the project where a violation of this Declaration exists and to summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of the provisions of the Declaration or the rules and regulations adopted by the Association shall not bar the subsequent enforcement thereof.

The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, guest or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules and regulations of the association. A fine may not become a lien against a unit. A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing. The association must first provide at least 14 day's written notice and an opportunity for a hearing to the unit owner. The hearing must be held before a committee of other unit owners who are not board members. If the committee does not agree, the fine or suspension may not be imposed. The fine may be up to \$100 per day, for up to 10 days for an aggregate of \$1,000.

The association may suspend, for a reasonable period of time, the right of a unit owner, or unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the Declaration of Condominium, Articles of Incorporation, the Association Bylaws, or reasonable Rules and Regulations of the association.

17 B. Lien for Assessment

The association shall have a lien on each condominium parcel (the term “condominium unit and the interest in the common elements) for any unpaid assessments and late charges, and the interest thereon which has been assessed against the unit owner of such condominium parcel and for reasonable attorney’s fees and costs incurred by the association incident to the collection of the assessment or enforcement of said item. The lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amounts due and the dates when due. No such lien recorded in the Public Records shall continue for a longer period than one (1) year after the claim of lien has been recorded unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, late fees, interest, costs, and attorney’s fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. All claims of lien shall be signed and acknowledged by an officer or agent of the association. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida.

If a unit owner is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the right of the unit owner or the unit’s occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility service provided to the unit, or parking spaces.