

After recording, return to:
Dixie Sommers (preparer)
1600 Woodland Dr. #8102
Rockledge, Florida 32955

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM:

Pursuant to the requirements of Section XV of the Declaration of Condominium of The Oaks of Country Club, A Condominium dated July 2, 1986 as recorded in the State of Florida, O. R. Book 2711, page 0781 and first amended in O. R. Book 2729 beginning at page 0549 and second amended in O. R. Book 2737 beginning at page 0078 and corrected third amended in O. R. Book 3940 beginning at page 2179 and fourth amended in O. R. Book 4097, beginning at page 1974, all of the public records of Brevard County, Florida

1. A Notice of Meeting was mailed March 20, 2008, postage prepaid, to all unit owners setting forth April 21, 2008 at 6:45pm as the date and time for a vote on the proposed amendments, adjourned to July 20, 2008 at the same time and place, to Sections VII (f), VII (I), XIX, and the additional sections XXVII and XXVIII of the Declaration of Condominium, to be held on the premises of The Oaks of Country Club Condominium Association, Inc, Unit 8102, 1600 Woodland Drive, Rockledge, Florida 32955.
2. A motion duly made and seconded that it be resolved by the Unit owners and the Board of Directors of The Oaks of Country Club Condominium Association, Inc. that the following sections, aforesaid of the Declaration of Condominium, dated July 2, 1986, be amended, be repealed and the following substituted and adopted in their place effective July 20, 2008 or immediately upon recording whichever is later.

SUBSTANTIAL REWORDING OF DECLARATION. SEE PROVISIONS VII, (F), VII (I) AND XIX PRESENT TEXT

VII (F) Interest: Application of Payment

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall be charged a \$25.00 per month late fee and the entire arrearage including the late fee(s) shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

XIX Association to Maintain Register of Owners, Mortgagees and Lessees

The Association shall at all times maintain a register setting forth the names and addresses of the owner of each of the condominium apartment units, and in the event of the sale or transfer of any condominium apartment unit to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such condominium apartment units, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any condominium apartment unit. Further, the owner of each condominium apartment unit shall at all times notify the association of the name of the parties holding any mortgage or mortgages on any condominium apartment unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any condominium apartment unit may, if they so desire, notify the Association of the existence of any mortgage or mortgages held by such party on condominium apartment unit, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to same. The condominium apartment unit owner shall also notify the Association of the name of all persons who will occupy the unit as Lessees and the type of pet, if any, and deliver a copy of the written lease agreement to the Association at or prior to delivery of possession of the unit to the Lessee. Failure to provide a copy of the said lease and a list of names of occupants, type of pet, if any, within thirty (30) days will incur a \$25.00 per month late fee charge thereafter.

AND BY ADDING THE FOLLOWING NEW CLAUSES TO THE DECLARATION CONDOMINIUM;

XXVII Remedies in Event of Default

The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, By Laws, Maintenance Covenant, Private Restrictions or Rules and Regulations of the Association. No such fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of the unit owners. If the committee does not agree with the fine, the fine may not be levied.

XXVIII Unit Transfers

All sales and/or other transfers of condominium apartment unit ownership shall be subject to a \$50.00 transfer fee payable to the Association at or prior to the time of sale and/or transfer.

Motions Passed by 100% of the Board of Directors and 30/36 of all owners for VII (F): 27/36 of all owners for XIX and XXVII: 29/36 of all owners for XXVIII. Proposed amendment to Section VII (I) did not pass.

Attest: *Dixie Sommers*
Dixie Sommers, President, Board of Directors, The Oaks of Country Club, A Condominium

Attest: *Alice Hurd Secretary The Oaks of Country Club, A Condominium*
Alice Hurd, Secretary, Board of Directors, The Oaks of Country Club, A Condominium

State of Florida)
) ss: Vierra
County of Brevard)

Before me, the undersigned Notary Public, on this 26th of October, 2008 appeared Dixie R. Sommers, President of The Oaks of Country Club, A Condominium and Alice Hurd, Secretary of The Oaks of Country Club, A Condominium, who took an oath affirming that the above Fifth Amendment to Declaration of Condominium was the official action of The Oaks of Country Club, A Condominium and its Board of Directors effective on this 20th day of July, 2008 as aforesaid, and who presented to me their official Florida photo Driver's Licenses as proper identification.

Notary Public *L M Morris*
My Comm Expires:

