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Prepared by, record and return to:
Seth D. Chipman, Esquire
96 Willard St., Suite 204
Cocoa, FL 32922

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**CERTIFICATE OF AMENDMENT TO DECLARATION
OF
OAKS OF COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapter 718, Florida Statutes, and the provisions of the Declaration of the OAKS OF COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC. ("Association"), which Association is responsible for the management and operation of The OAKS OF COUNTRY CLUB, a Condominium, according to the Declaration thereof, as recorded in Official Record Book 2711, Page 0781, and all amendments thereto, in the Public Records of Brevard County, Florida; and pursuant to a vote of approval as set forth in the Declaration, the Declaration is amended as follows:

1. Article XI, Section E of the Declaration is amended to provide as follows:

E. Unit Transfers, Leasing, Resident Visitor, Ownership, Occupancy, and Residency of Condominium Apartment Units.

A condominium apartment unit may not be owned, leased, or occupied as a Resident Visitor as defined below, by any person in their individual capacity, or in their capacity as a member, beneficiary, or affiliate of any other entity, until the Association or the Association's authorized designee, has provided written approval approving of the conveyance, lease, or presence of the Resident Visitor. Applicable family members, partners or persons occupying a unit with an owner shall also be subject to regulations set forth herein. A condominium apartment unit owner may not lease his entire-condominium apartment unit for a period of not more than three (3) years without the prior approval of the Association; until said unit owner has owned their unit intending to be leased for period of at least twelve (12) consecutive months. Subsequently, a unit owner may lease their condominium apartment unit, or permit a Resident Visitor to occupy their Unit, after applying for, and obtaining written approval from the Association or the Association's authorized designee. A Resident Visitor shall also be defined as a person occupying a Condominium Apartment Unit for a period of thirty (30) days, or more, in any year, without payment of consideration. A Resident Visitor shall also include a prospective or current owners' family member(s), partner(s), or person(s) occupying a unit with, or at the permission of, a prospective or current owner. A lessee is defined as a person(s) occupying a condominium apartment unit for monetary consideration, pursuant to the Association's governing documents, as amended from time to time, and a written lease agreement between the Owner of the unit and the prospective lessee. Written approval of a prospective owner, lessee, occupant, or Resident Visitor, shall be signified by a Rental Permit, Owner Permit, or some other document or instrument signifying written approval, signed by the Association or their designee, authorizing occupancy of a Unit be a new owner, a new owner's family members, partners, or other persons occupying a unit with that new owner, lessee or Resident Visitor. Condominium apartment unit owners are prohibited from conveying their unit to a person, leasing their unit, or permitting occupancy of their unit by a Resident Visitor, to any person who has been convicted of certain crimes, is subject to certain designations, or where there has been a withhold of adjudication as to certain crimes. Such crimes or designations precluding approval of a prospective owner, lessee or Resident Visitor, shall include being classified as a sexual predator at any point time, being convicted of or there is a withhold of adjudication of a sex-related crime

or a crime against children at any point in time, being convicted of or there is a withhold of adjudication of a crime involving violence within ten (10) years prior to the date of applying for approval, including but not limited to domestic violence, being convicted of or there is a withhold of adjudication of a crime involving drugs within ten (10) years prior to the date of applying for approval, being convicted of or there is a withhold of adjudication of a crime involving theft or dishonesty within ten (10) years prior to the date of applying for approval, or being convicted of or there is a withhold of adjudication of a crime involving weapons within ten (10) years prior to the date of applying for approval.

At least fourteen (14) days prior to the conveyance of a condominium unit, the leasing of any condominium apartment unit, or permitting occupancy by a Resident Visitor in a condominium apartment unit, governed by the Association, and as part of the owner, lease or Resident Visitor approval procedure, the current or conveying owner of the unit shall submit to the Association or their designee for approval, a purchase sale contract or name of the prospective new owner(s) or entity, name of the proposed Resident Owner(s), and a proposed written lease with names of lessees, and any other forms or payments required by the Association in order to accomplish the approval process, as set forth herein. The Association, through its Board of Directors, shall conduct their own background check on any prospective Owner, Lessee, Occupant, or Resident Visitor. The Unit Owner, prospective owner or entity, prospective lessee, occupant, or Resident Visitor, shall then complete the approval procedure for prospective owner(s), lessee(s), or Resident Visitor(s), as set forth in Board made rules and regulations, subject to amendment from time to time. The Board of Directors shall be authorized to enact rules and regulations without membership approval, and subject to amendment from time to time, governing the owner approval, lessee approval, and Resident Visitor approval administrative procedures, intended to enforce occupancy restrictions set forth herein in the Declaration, as amended from time to time, and insure that a prospective owners', lessees' or Resident Visitors' occupancy of a Condominium Apartment Unit will not violate the Association's regulations, as amended from time to time. The owner approval, lease approval and Resident Visitor procedures shall include, but not be limited to, a satisfactory full background check of the proposed occupants covered under the transfer of ownership, lease, proposed occupants, or proposed Resident Visitor(s), to reside or occupy the Unit. The Association reserves the right to reject a new owner or applicable entity, lease, a proposed occupant, or a Resident Visitor, based on the background check, including but not limited to the lack of or insufficiency of a background check of a prospective owner, tenant, or Resident Visitor. The Association may at its discretion, charge a transfer fee in conjunction with administrative costs, and screening owners, prospective lessees or Resident Visitors that shall not exceed the greater of \$100.00 or the statutorily permissible transfer fee, as provided under Chapter 718, Fla. Stat., per applicant, as amended from time to time. An applicant shall be defined as each person who will occupy the Unit under a transfer of ownership, each person included in the lease, or defined as a Resident Visitor, that is over the age of eighteen (18) years of age. ~~provided however, that if~~ ~~If the prospective owner, lessee or Resident Visitor~~ thereof violates any provision of this Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, the Association may, upon twenty-four (24) hours written notice delivered to said lessee, or Resident Visitor, terminate said lease, or the Resident Visitor's right to occupy the Condominium Apartment Unit, and the owner may not again lease any condominium apartment unit in the Condominium to said lessee, or permit a Resident Visitor to occupy a Unit, without the prior approval of the Association; and provided further that notwithstanding said lease or Resident Visitor status, the owner shall continue to be liable for all of his duties and obligations

hereunder. The minimum lease period shall be ~~six (6)~~ twelve (12) months. No rooms may be rented except as part of the entire apartment unit. Advertising, using, or holding Condominium Apartment Units out as available for short term or vacation rentals, or short term licensing arrangements, is prohibited. When the apartment unit is rented, the owner of such unit shall not be entitled to the use of the common elements appertaining thereto. Subleasing of apartments is also prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association.

2. Article XXVIII of the Declaration is amended to provide as follows:

Unit Transfers

All sales, leases, Resident Visitor approvals, and/or other transfers of condominium apartment unit ownership shall be subject to a ~~\$50.00~~ the greater of \$100.00, or the statutorily permissible transfer fee, as provided under Chapter 718, Fla. Stat., as amended from time to time, payable to the Association at or prior to the time of sale and/or transfer.

CERTIFICATE OF ASSOCIATION

The undersigned, as Treasurer of OAKS OF COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC., hereby certifies that the foregoing Amendments to the Declaration were adopted by the membership of the Association, whose votes were cast in person or by proxy at a meeting duly held on July 8, 2018.

WITNESSES (TWO REQUIRED)

[Signature]
Print Name: Spring Kiebler

[Signature]
Print Name: Seth D. Chapman

OAKS OF COUNTRY CLUB
CONDOMINIUM ASSOCIATION, INC.
Kenneth L. Teague
By: Kenneth L. Teague, Treasurer
Address: 1600 WOODLAND DR, #105
ROCKLEDGE, FL 32955

IN WITNESS WHEREOF, the Association has caused this instrument to be executed on the date set forth below.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 11th day of July, 2018, by Kenneth Teague, Treasurer of OAKS OF COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation who produced FL Drivers License as identification and did not take an oath.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

