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

**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 II, Section C of the Declaration is amended to provide as follows:**

C. Recreational Areas ~~Amenities~~ and Facilities: The recreational facilities and amenities in Phase I of The Oaks of Country Club, a Condominium, shall consist of a swimming pool and spa with appurtenant patio or deck together with a free standing pool building contiguous to the west boundary of the deck. The pool building shall have approximately 225 square feet of floor space. It shall consist of a storage area containing approximately 65 square feet, and two bathrooms, one for males and one for females, each containing approximately 80 square feet and having a capacity of approximately three people. ~~The Developer will further provide personal property in Phase I consisting of twenty five (25) pool lounge chairs, five (5) tables with four (4) chairs per table, and three (3) barbecue grills; with a total minimum expenditure for said items in the amount of \$2,000.00. The Board of Directors shall be authorized to modify, repair, or replace, from time to time, the amount, type, and nature of furnishings and appliances associated with the swimming pool, spa, and decks, at their discretion.~~

Swimming Pool and Spa Information (Approximate):

POOL

Location:	West of Building 4 per plot plan
Size:	25 feet 50 feet
Depth:	Minimum 3 feet; maximum 6 feet
Deck:	2,680 square feet
Approximate capacity:	40
Heating:	No
Estimated date of completion:	6/3/86

~~If additional phases are developed and added to the condominium, additional recreational amenities shall be provided by the Developer. If Phase II is added, it shall include an outdoor, hard surface tennis court approximately 60 feet wide by 120 feet long. If Phase III is added, it shall contain a clubhouse building having a minimum size of 2,500 square feet and a maximum size of 4,000 square feet, including kitchen, two bathrooms, gathering room and manager's office. The Developer reserves the right in the event Phase IV is added to install a Vida Exercise course in the open areas north and west of Building 4 and north of Building 5, 6, and 7 as depicted on the plot plan on Sheet 2a of Exhibit B to this Declaration. If constructed, the Vida course will be built from pressure treated woods at an approximate cost of \$15,000. It is anticipated that the maximum additional common expense or cost to the individual unit owners that may be charged during the first annum 1 period of operation of such Vida course shall be~~

~~\$12.50 annual per year. Whether or not said Vida Exercise Course is installed shall be at the sole discretion of the Developer.~~

All recreation and other common facilities built by Developer shall be owned exclusively by the unit owners in The Oaks of Country Club, a condominium. If Phases II, III, or IV are not added to the condominium, the Developer is not obligated to install the recreational facilities and areas relating to each such Phase.

Nothing herein contained shall be construed to commit the Develop to develop any phases other than Phase I.

**2. Article VI, Section C 1 of the Declaration is amended as follows:**

**C. Alteration and Improvement**

**1. Common Elements**

~~After completion of the improvements included in the common property which are contemplated in the Declaration, there shall be no alteration or further improvements of the common elements without the prior written approval of a majority of owners attending a meeting where a quorum is established, whose votes were cast in person or by proxy at said meeting a record owners of seventy five percent (75%) of all condominium apartment unit owners in the Condominium together with the approval of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any condominium apartment unit owner without his consent. This paragraph shall have no application to the rights vested in Development pursuant to the provisions of this Declaration. This provision shall have no application to the maintenance, repair or replacement of the referenced improvements contemplated in this Declaration.~~

**3. Article VII, Section D of the Declaration is amended as follows:**

**D. Special Assessments**

Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of the condominium, including but not limited to sums necessary for management costs, professional fees, insurance, and other expenses not adequately provided for in the annual budget, and to provide for emergencies, repairs, ~~additions to common elements,~~ or replacements and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial, or maintenance expense of the Condominium, shall not be levied without the prior approval of ~~a majority of owners attending a meeting where a quorum is established, whose votes were cast in person or by proxy at said meeting,~~ the members owning at least seventy five percent (75%) of the condominium apartment units in the condominium.

**4. Article XI, Section K of the Declaration is amended as follows:**

**K. PETS**

No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common elements, except that unit owners may have not more than ~~one (1) dog, cat, or other domesticated household pet per unit, two (2) animals, each weighing no more than thirty (30) pounds,~~ subject to the Board made rules and regulations adopted from time to time by the Association. The Board of Directors shall be authorized to enact Board made Rules and Regulations from time to time with

regards to maintaining animals in condominium units and on the condominium property. Such Board made rules, may include but not limited to, permitting residents to maintain more than two(2) pets or animals in a unit, or making exceptions with regards to the weight of pets or animals. Any such exceptions must be obtained in advance, and in writing by the Board of Directors, before the resident implements their requested exception. Such exceptions shall be under the sole discretion of the Board of Directors. All pets or animals must be kept on a leash when outside the owner's unit. Each pet or animal owner shall be responsible for cleaning up after his pet or animal in the common areas and liable for all damage caused by the pet. Notwithstanding the foregoing, the Developer and the Association shall have authority to prohibit a unit owner, tenant or occupant from keeping a pet or animal at the Condominium if such pet is determined by the Developer or Association Board of Directors to be a nuisance or a danger to the health, safety or welfare of any person at the Condominium.

**CERTIFICATE OF ASSOCIATION**

The undersigned, as President 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 December 1, 2018.

WITNESSES (TWO REQUIRED)

James Schinetta  
Print Name: JAMES SCHINETTA

Susan S. Teague  
Print Name: SUSAN S. TEAGUE

OAKS OF COUNTRY CLUB  
CONDOMINIUM ASSOCIATION, INC.

Matthew Whalen  
By: Matthew Whalen, President  
Address: 1600 Woodland Dr #4104  
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 10 day of December 2018, by MATTHEW WHALEN, President of OAKS OF COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation who produced FDDLW450-558-70-127-0 as identification and did not take an oath.

Kenneth Larry Teague  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

