

Prepared by, record and return to:  
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Cocoa, FL 32922

**CERTIFICATE OF AMENDMENT TO DECLARATION  
OF  
COCOA ISLES ASSOCIATION, INC.**

Pursuant to Chapter 718, Florida Statutes, and the provisions of the Declaration of the COCOA ISLES ASSOCIATION, INC. ("Association"), which Association is responsible for the management and operation of The Cocoa Isles Apartments, A Condominium, according to the Declaration thereof, as recorded in Official Record Book 1287, Page 96, 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 VII of the Declaration is amended as follows:**

The Board of Directors of the corporation shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the common property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Directors may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the corporation of one-eighteenth (1/18) of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual assessment per unit, the corporation shall assess such sum by promptly notifying all owners by delivery or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the corporation. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the corporation on the first day of each month.

Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the corporation in the operation and management of the condominium and to provide for emergencies, repairs 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 the members owning at least fifteen (15) of the apartments in the condominium.

The liability for any assessment or portion thereof may not be avoided by an apartment owner or waived by reason of such apartment owner's waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his apartment.

The record owners of each apartment unit shall be personally liable, jointly and severally, to the corporation for the payment of all assessments, regular or special, made by the corporation and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after due date, the corporation shall have the right to foreclose its lien for such assessments. Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of eight percent (8%) per annum until paid.

The corporation shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel. The said 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 amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the corporation. 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. ~~Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.~~ The Board of Directors may take such actions as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the corporation. The delinquent owner shall pay all costs, including reasonable attorney's fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The corporation shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the corporation which are covered by the lien enforced.

~~As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless when said assessment was due, but not to any other mortgage. For other purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.~~

~~The provision of Section 711.15-718.116, Fla. Stat., (2018) the Florida Condominium Act, as amended from time to time, where the same are not in conflict with other provisions of this Article VII of this Declaration, are incorporated herein by reference and made a part hereof, with regards to priority between a lien of a recorded mortgage and lien for any assessment, and a first mortgagee's responsibility for past due and owing assessments, when the first mortgagee takes title to a condominium unit following foreclosure of a first mortgagee's mortgage.~~

The holder of a first mortgage acquiring title to an apartment by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage, and their successors and assigns, shall ~~not~~ be solely liable for the share of common expenses or assessments pertaining to such apartment or chargeable to the former apartment owner, which became due prior to such acquisition of title, in accordance with section 718.116, Fla. Stat., (2018), as amended from time to time. ~~Such unpaid share of common expenses shall be collectable from all of the apartment owners, including such acquirer of title.~~

~~Any person or entity who acquires an interest in a unit, except through foreclosure of an institutional first mortgage, shall be personally liable and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. In the event a member exercises his rights of first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments against the unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.~~

~~Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the corporation regarding assessments against units which have already~~

~~been made and which are due and payable to the corporation and the corporation and the member shall be bound thereby. No action or suit shall be brought to enforce foreclosure of any lien arising under this Declaration after two (2) years from the due date of any unpaid assessment.~~

~~The corporation may at any time require owners to maintain a minimum balance on deposit with the corporation to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentage set out hereinabove, and shall in no event exceed three (3) months assessment. Any thing in this Declaration or the exhibits attached hereto, to the contrary notwithstanding, the provision of said Declaration and exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to the non-profit corporation mentioned hereinabove, which shall not be later than November 15, 1972; except, however, if on said date the Developer has titled out to individual purchasers less than eighty percent (80%) of the condominium parcels, it may, at its option, continue to manage the condominium project until such percentage of condominium parcels have been titled out to individual purchasers. Until a turnover is perfected as set out above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. Developer hereby guarantees that the monthly maintenance fee while it is managing the development shall be \$29.00 per month for each apartment. Also during this interim the Developer will not be liable for an accounting of any nature concerning these maintenance funds or their use or application and may use any portion of the same for capital improvements, so long as said improvements are to the condominium project. The Developer shall, during this interim, have a lien on each condominium parcel for any unpaid assessments thereon, against the unit owner and condominium parcel and have the same remedies of personal action and /or foreclosure of said lien to perfect collection.~~

~~Upon turning over the management of the condominium project to the owners through their corporation, the Developer shall deposit with the corporation \$450.00 of prepaid deposits and shall then automatically be released of any and all types of liability to the individual owners or their corporation.~~

2. **Article X of the Declaration is amended, adding Paragraph (j) as follows:**

j. A condominium apartment unit may not be leased, licensed for use, or occupied in exchange for consideration or compensation, or advertised for such uses, by any person in their individual capacity, or in their capacity as a member, beneficiary, or affiliate of any other entity for a period of less than thirty (30) days.

3. **Article XIII of the Declaration, is deleted in entirety as follows:**

**XIII  
SALES OF APARTMENTS  
CORPORATIONS RIGHT OF FIRST REFUSAL, EXCEPTIONS**

~~a. Prior to the sale of any interest in any unit, the owner of said unit shall notify the Board of Directors, in writing, of the name, address, business, occupation or employment of the offeror, accompanied with an executed copy of the bona fide offer as hereinafter defined. Members shall have the first right over non-members to accept such sale at a bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the corporation in writing of acceptance at least ten (10) days after the date of notice which information the corporation shall promptly forward to the owner. In the even the member giving notice receives acceptance from more than more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale with~~

whichever the accepting member he chooses, and nothing hereinabove shall be construed as precluding a group of members from purchasing a unit.

b. — With the exception of transfers of ownership of any apartment among and between co-owners of the apartments, the corporation shall have and is given hereby and granted the right of first refusal to purchase such apartment, as the case may be, upon the same terms and conditions as those contained in any bona fide offer which such owner may have received from the sale or lease of his apartment. A bona fide offer is defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale or lease, and, in the case to offer to purchase, accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price; the corporation's right of first refusal includes the right of the corporation to designate another person or entity to take title to the apartment (or to cause the same to be purchased or leased by its designee), the corporation shall notify the apartment owner desiring to sell the exercise of its option, such notice to be in writing and posted by registered or certified mail to such owner with fourteen (14) days from the corporation's receipt of the owner's notice. Said notice by the corporation to the owner, in order to be effective, must be accompanied by a binding written offer on the part of the corporation, containing the same terms and conditions as the original offer to the apartment owner, and, if an offer to purchase, shall be accompanied by an earnest money deposit of at least ten percent (10%) of the purchase price. The apartment shall then be purchased by the corporation, or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any apartment owner has notified the Board of Directors of the corporation of his desire to sell as hereinabove provided, such owner shall be free to consummate such sale of his apartment unless the corporation, within fourteen (14) days from receipt of the owner's required notice, has notified such owner of its exercise of its right of first refusal. In such event, the owner shall not sell his apartment to any other than the party designated to the Board of Directors in the owner's original notice required hereunder, not upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to the corporation, without giving again the corporation the right of first refusal as provided for herein upon such new terms.

c. — An affidavit of the Secretary of the corporation stating that the sale of the unit and interest in the common property to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded shall terminate.

d. — Notwithstanding the provisions of Article XIII b., the Board of Directors may affirmatively approve and give its consent to such proposed sale and may do so without the approval of the members of the corporation, provided that a majority of the Board of Directors concur and evidence such concurrence in writing, delivered to the apartment owners desiring to sell his apartment.

e. — Any purported sale of an apartment where the owner has failed to comply with the foregoing provision of this Article XIII, shall be voidable at the election of the Board of Directors, provided, however, that such voidability shall exist for a period of no longer than ninety (90) days from the consummation of such sale transaction, such consummation to be evidenced by occupancy of the apartment or by the recordation of a deed of conveyance thereto; and provided, further, that the corporation commence an action with such ninety (90) day period to have the same declared void.

f. — Any institutional first mortgage making a mortgage loan for the purpose of financing the purchase of an apartment in the condominium, shall not be required to make inquiry into whether or not its mortgagor's grantor complied with the provisions of this Article XIII, and

~~any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.~~

~~g. Any purchaser of an apartment in the condominium, whose prospective seller has been in title for at least ninety (90) days preceding such purchase, shall not be required to make inquiry into whether or not such seller's grantor complied with the provisions of this Article XIII in selling such apartment. After ninety (90) days following the consummation of any transaction involving the sale of an apartment in the condominium, which sale may be evidenced by the recordation of a deed conveying the title to such apartment, no action whatsoever may be brought by the corporation to void such transaction by reason of noncompliance with this Article XIII.~~

~~h. The right of first refusal granted to the corporation shall not apply or be operative to any foreclosure or any judicial sale of an apartment, although a purchaser at such judicial sale, except as hereinafter provided, shall thereafter be subject to the corporation's right of first refusal relative to the sale of an apartment.~~

~~i. All terms and provision of this Article XIII set forth hereinabove relative to the corporation's right of first refusal, shall at all times be wholly inapplicable and inoperative as to any institutional first mortgage which has acquired title to an apartment by reason of foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell, transfer, or otherwise dispose of such apartments as it may deem in its best interest, without first offering the same to the Board of Directors and without any restrictions whatsoever. The exceptions to the right of first refusal as set forth in this Section of this Article XIII shall be fully applicable to the developer, who likewise shall have the restricted right to sell apartments which he owns in the condominium.~~

~~j. The provisions of this Article XIII shall not apply to transfers by a unit owner to any members of his immediate family (viz., spouse, children, or parents).~~

**4. Article XIV of the Declaration is amended as follows:**

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed by the owners of at least fourteen (14) units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the corporation. ~~and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the developer without the consent of all such mortgagees or the developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the corporation and approved by their respective institutional first mortgagees as set forth under section 718.110(11), Fla. Stat (2018), as amended from time to time, and further except that, with the consent of all institutional first mortgagees, the Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until eighty (80) percent of the units have been sold and titled out to individual purchasers; and further except that the Developer, or if said corporation has been legally dissolved, then any one of the developers or a member of the last Board of Directors, their administrators, or assigns, must approve in writing of any modification or amendment of Section XIII, entitled "Sales of Apartments" hereinabove.~~

Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in nowise affect any of the other provisions which shall remain in full force and effect.

In the event that any court shall hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest incorporator of the corporation.

These restrictions, reservations, covenants, conditions and easements shall be binding upon the inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

**CERTIFICATE OF ASSOCIATION**

The undersigned, as President of COCOA ISLES 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 15, 2018.

WITNESSES (TWO REQUIRED)

Nora Holladay  
Print Name: Nora Holladay

Emily Mazar  
Print Name: EMILY Mazar

COCOA ISLES ASSOCIATION, INC.

Beverly Danford  
By: Beverly Danford, President  
Address: 714 Catalina Rd #3  
Cocoa Beach, FL 32931

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 17 day of Dec, 2018, by Beverly Danford, President of COCOA ISLES ASSOCIATION, INC., on behalf of the corporation who produced DRIVERS LICENSE as identification and did not take an oath.

Carol A Manders  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

