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CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM FOR
DE SOTO CONDOMINIUM ASSOCIATION, INC.

Pursuant to Section 718.112(1), Florida Statutes (2014), and the provisions of the Declaration of DE SOTO CONDOMINIUM, provided in the Declaration recorded in Official Records Book 3179, Page 4812, Public Records of Brevard County, Florida and pursuant to the approval of the Association at the duly-noticed meeting thereof, which was held on September 15, 2014, at 6:30p.m., located at 110 DeSoto Parkway, Satellite Beach, Florida, the Declaration is amended as follows:

1. **The second paragraph under Article VI of the Declaration shall be amended to provide as follows:**

There shall be a total of eighteen (18) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (~~designated as such on the exhibits attached to this Declaration~~) shall be entitled to cast one (1) vote. Where a condominium unit is owned by a corporation, partnership or other legal entity or by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. ~~The term, "owner," as used herein, shall be deemed to include the Developer.~~

2. **The fourth paragraph under Article VI of the Declaration shall be deleted as follows:**

~~The owners shall place member on the Board or Administration in accordance with the schedule as follows: When unit owners other than the Developer own fifteen~~

~~percent (15%) or more of the units, the unit owners shall be entitled to elect not less than one third (1/3) of the members of the Board of Administration. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration: (a) Three years after fifty (50%) percent of the units that will be operated ultimately by the Association have been conveyed to the purchasers; (b) Three (3) months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; (c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; and (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; whichever shall occur first. The Developer is entitled to elect or appoint at least one member of the Board of Administration of any association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer owned units in the same manner as any other unit owner except for purposes of reacquiring control for the Association or selecting the majority members of the Board of Administration.~~

- 3. The fifth paragraph under Article VI of the Declaration shall be deleted as follows:**

~~The Developer reserves the right to transfer control of the association to unit owners other than the developer, at any time, in its sole discretion. The unit owners shall take control of the Association if the Developer so elects prior to the time stated in the above schedule.~~

- 4. The first paragraph under Article VII of the Declaration shall be amended to provide as follows:**

The Board of Administration of the Association shall propose annual budgets in advance for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, but not be limited to, the estimated amounts necessary for maintenance, and operation of common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, ~~administration and salaries and management.~~ 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 Administration may provide for an operating reserve not to exceed fifteen (15%) percent of the total projected common expenses for the year. Each unit owner shall

be liable for the payment to the Association, of one-eighteenth (1/18) of the common expenses as determined in said budget.

5. The second paragraph under Article VII of the Declaration shall be amended to provide as follows:

Common expenses include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expenses designated as common expense by the Condominium Act, the Declaration, the documents creating the Condominium, or the Bylaws. Common expenses also include reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house communications, and security services, which are reasonably related to the general benefit of the unit owners, even if such expenses do not attach to the common elements or property of the condominium. However, such common expenses must either have been services or "items provided from the date the control of the Board of Administration of the Association as transferred from the Developer to the unit owners or must be services or items provided for in the condominium documents or Bylaws.

6. The ninth paragraph under Article VII of the Declaration shall be amended to provide as follows:

The Association 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 and for reasonable attorney's fees incurred by the Association incident to the collection of the assessment for enforcement of the lien. The lien shall be effective from and after the recording of this Declaration. ~~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. No such lien recorded after October 1, 1984 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, 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 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 acknowledged by an officer or agent of the corporation. Where any such lien shall have been paid, 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. By recording a notice in substantially

the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel.

7. The 14th paragraph under Article VII of the Declaration shall be amended to provide as follows:

The provisions of Section 718.116 of the Florida Condominium Act, as amended, are incorporated herein by reference and made a part hereof, and the Association shall have all of the powers and duties as set forth in said Section 718.116, as well as all the powers and duties set forth in this Article VII of this Declaration, where the same are not in conflict with or limited by Section 718.116.

8. The 16th paragraph under Article VII of the Declaration shall be amended to provide as follows:

~~When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title and its successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners, include such acquirer, its successors and assigns. The foregoing provision may apply to any mortgages of record and shall not be restricted to the first mortgage(s) of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership only as provided by law.~~

9. The 20th paragraph under Article VII of the Declaration shall be deleted as follows:

~~As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for assessment shall be subordinate, and inferior to any recorded mortgage, unless the assessment is secured by a claim of lien which is recorded prior to the recording date of the mortgage.~~

10. **The fourth paragraph under Article VIII (A)(1) of the Declaration shall be deleted as follows:**

~~Policies are unacceptable where: (i) under the terms of the insurance carrier's charter, by laws, or policy, contributions or assessments may be made against borrowers, FEDERAL HOME LOAN MORTGAGE CORPORATION, hereinafter referred to as FHLMC, FEDERAL NATIONAL MORTGAGE ASSOCIATION, hereinafter referred to as FNMA, or the designee of FHLMC or FNMA; or (ii) by the terms of the carrier's charter, by laws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.~~

11. **The sixth paragraph under Article VIII (A)(1) of the Declaration shall be amended to provide as follows:**

The insurance policy shall afford, as a minimum, if applicable, protection against the following:

- (a) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and
- (b) ~~in the event the condominium contains a steam boiler, loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000.00 per accident per location (or such greater amount as deemed prudent based on the nature of the property); and~~
- (c) all other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement.

12. **Paragraph A under Article IX of the Declaration shall be amended to provide as follows:**

A. Each unit owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his unit and which may now or hereafter be affixed or contained within his unit. Such owner shall further be responsible for maintenance, repair and replacement of any air conditioning equipment servicing his unit, although such equipment may not be located in the unit and of any and all wall, ceiling and floor surfaces, and screened balconies, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein. Unit owners are responsible

for the maintenance, including cleaning, repair or replacement of windows and screening thereon and screening on porches, terraces, balconies, screen doors, and fixed and sliding glass doors. For the purposes of this paragraph, air conditioning equipment servicing individual units shall be deemed to be limited common elements appurtenant to such units for which the unit owner is responsible for maintenance and repairs. The interior surfaces of the enclosed parking spaces (garages) shall be maintained and repaired by the unit owner to which it is assigned. Any damages incurred to the common property by an owner, their guest or lease shall be the responsibility of the unit owner. If such repairs are not timely completed, the Association will have the authority to make any repairs deemed necessary and bill the owner directly for the expenditure. In addition to other remedies, units may be lienied for all costs incurred, in the same manner as assessments.

13. Paragraph B under Article IX of the Declaration shall be amended to provide as follows:

- B. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support, of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the units, and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units. Painting and cleaning of all exterior portions of the buildings, including garages, ~~and including all exterior doors opening into walkways,~~ shall also be the Association's responsibility. Sliding glass doors, screen doors, windows and screens on windows or balconies, shall not be the Association's responsibility, but shall be the responsibility of the unit owner. Should any damage be caused to any unit by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage.

14. Paragraph B under Article X of the Declaration shall be amended to provide as follows:

- B. The unit may be rented provided the occupancy is only by one (1) lessee and members of his immediate family and guests. Leasing of units for a period of less than ~~thirty (30) days~~ one (1) year is prohibited. No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a unit owner. Time sharing of units is prohibited. Ownership of a unit on a monthly or weekly time sharing program is prohibited. Subleasing of units is prohibited. All leases shall be: in writing and shall be subject to this Declaration, the Articles of

Incorporation, By-Laws, and the Rules and Regulations of the Association and shall be approved by the Association. The Association must receive the proposed lease at least ten (10) days prior to occupancy and will have the authority to approve or disapprove the renter. The Association also reserves the right to complete a background and/or credit check on the proposed renter with any and all costs charged to the owner of the unit being leased. Any owner/representative failing to comply with this procedure will be charged \$100 per occurrence, in addition to other remedies. Rental units at any given time will be limited to 20% (4) of the total number of units (18).

15. Paragraph J under Article X of the Declaration shall be added to provide as follows:

J. All air conditioning evaporator units installed MUST be equipped with a float in the drip pan which will automatically shut the AC unit down when the drip pan is full. All compressors installed MUST have a concrete slab and be secured on all four (4) corners. It will be the owner's responsibility for any expenses arising from damage incurred from failure to comply with this requirement.

16. Paragraph L under Article X of the Declaration shall be amended to provide as follows:

L. ~~One (1) pet~~ Two (2) pets shall be allowed to be kept in the owner's unit; however, the ~~pet total shall not exceed thirty (30)~~ pet total shall not exceed fifty (50) pounds in weight. All pets must be kept on a leash outside the owner's unit. Each pet owner shall be responsible for cleaning up after ~~his~~ the owner's pets in the common elements. Pets shall not create a nuisance.

17. Paragraph M under Article X of the Declaration shall be amended to provide as follows:

M. No unit owner shall allow anything whatsoever to fall from the window, patio, balcony, terrace, porch, or doors of the premises, nor shall ~~he~~ the owner sweep or throw from the premises any dirt or other substance into any of the corridors, halls, patios, balconies, terraces or porches, ~~elevators, ventilators,~~ or elsewhere in the building or upon the grounds. A unit owner shall not place, store or use any item, upon any patio, balcony, terrace or porch without the approval of the Association, other than standard patio chairs, tables and furnishings.

18. Article XI of the Declaration shall be amended to provide as follows:

No owner of a unit shall make any structural modifications or alterations of the unit. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the condominium buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the condominium building; further, no owner shall in any manner change the appearance of any portion of the condominium building not wholly within the boundaries of his unit without the written approval by the Board of Administration. The Association will permit the installation of storm shutters or permanent glass enclosures by individual owners provided the installation of storm shutters or permanent glass enclosures is uniform in appearance and the exterior face color is ~~white~~ bronze and in harmony with the exterior scheme of the condominium and is within the interior boundaries of the terrace, balcony or patio area. The Association will also permit the installation of storm shutters on unit windows provided they are uniform in appearance and with existing panel shutters. ~~and~~ The exterior face color is ~~white~~ clear or aluminum and in harmony with the exterior scheme of the condominium. Installation of screen/storm doors on entrances will also be permitted provided they are uniform in appearance and the exterior face color is ~~black~~ bronze and in harmony with the exterior scheme of the condominium.

19. The first paragraph under Article XVII of the Declaration shall be deleted as follows:

~~Any institutional first mortgagee holding a mortgage upon a unit in the condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at last one (10) month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.~~

CERTIFICATE OF ASSOCIATION

The undersigned, as president of De Soto Condominium Association, Inc., hereby certifies that the foregoing Amendments to the Declaration were adopted by the membership of the Association, as provided in the Declaration and By-Laws.

IN WITNESS WHEREOF, the undersigned has caused these Amendments to the Declaration of De Soto Condominium to be duly executed as of the date and year set forth below.

WITNESSES (two required)

E.F. Dowdell
Print name: E.F. DOWDELL

Daniel Blaha
Print name: Daniel Blaha

DE SOTO CONDOMINIUM
ASSOCIATION, INC.

By: Toni McCollom
Print Name: TONI MCCOLLOM
as President

Address: 110 DE SOTO HWY #8
SATELLITE BR. FL 32937

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 1 day of OCTOBER, 2014 by Toni McCollom as president of DE SOTO CONDOMINIUM ASSOCIATION, INC., who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public:

Kathleen N. Watts
Name: KATHLEEN N. WATTS
State of Florida at Large (SEAL)
My Commission Expires:

