

LEVINE LAW GROUP

YOUR COMMUNITY PARTNERSSM

f/k/a JAY STEVEN LEVINE LAW GROUP

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*[Florida Bar Board Certified in Condominium
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REPLY TO BOCA RATON OFFICE

August 24, 2020

VIA E-MAIL (drddjd@sbcglobal.net; kgale144@gmail.com)

The Board of Directors
The Condominiums of Indian Harbour Association, Inc.
c/o Oceanside Property Management
1275 South Patrick Drive, Suite C
Satellite Beach, Florida 32937

RE: CERTIFICATE OF AMENDMENTS

The Board of Directors:

Enclosed please find the Certificate of Amendments to the Amended and Restated Declarations of Condominium which was recorded in the Public Records of Brevard County on August 20, 2020, in Official Records Book 8831, at Page 126.

Please keep this Certificate with the official records of the Association. Should you have any questions, please call me.

Very truly yours,

Jay Steven Levine

JSL/mem

Enclosure

PREPARED BY AND RETURN TO: Jay Steven Levine, Esquire **Levine Law Group** 2500 North Military Trail, Suite 283
Boca Raton, Florida 33431 (561) 999-9925

**CERTIFICATE OF AMENDMENTS TO THE AMENDED AND RESTATED DECLARATIONS OF
CONDOMINIUM OF THE CONDOMINIUMS OF INDIAN
HARBOUR-PHASE I, THE CONDOMINIUMS OF INDIAN HARBOUR-PHASE II, THE
CONDOMINIUMS OF INDIAN
HARBOUR-PHASE IIA, AND THE CONDOMINIUMS OF INDIAN HARBOUR-PHASE
IIB**

WHEREAS, the Declarations of Condominium of The Condominiums of Indian Harbour - Phase I, was recorded in Official Records Book 1373, at Page 488, The Condominiums of Indian Harbour - Phase II, was recorded in Official Records Book 1430, at Page 482, The Condominiums of Indian Harbour-Phase IIIA, was recorded in Official Records Book 1655, at Page 964, and The Condominiums of Indian Harbour-Phase IIIB, was recorded in Official Records Book 1733, at Page 574, Public Records of Brevard County, Florida;

WHEREAS, the Declarations of Condominium were amended in their entirety ("Amended and Restated Declarations of Condominium") as recorded in Official Records Book 8365, at Page 1389, Public Records of Brevard County, Florida;

WHEREAS, Section 22.3 of the Amended and Restated Declarations of Condominium provides that the Amended and Restated Declarations of Condominium may be amended by the affirmative vote of a majority of the entire membership of the Board of Directors then serving and by an affirmative vote of not less than 60% of the voting interests of all members of the Association;

WHEREAS, Section 3.15 of the Amended and Restated By-Laws of the Association permits the Association to obtain membership approval by way of a Written consent in Lieu of a Meeting;

WHEREAS, on

, a majority of the entire membership of the Board of Directors then serving voted to approve of the amendments to the Amended and Restated Declarations of Condominium in the particulars as set forth in Exhibit "1" to this Certificate;

WHEREAS, not less than 60% of the voting interests of all members of the Association executed Written consents in Lieu of a Meeting approving of the amendments to the Amended and Restated Declarations of Condominium, in the particulars as set forth in Exhibit "1" to this Certificate;

NOW, THEREFORE, the Amended and Restated Declarations of Condominium shall be amended in the particulars as stated in Exhibit "1" attached hereto; the amendments shall run with the real property known as The Condominiums of Indian Harbour - Phase I, The Condominiums of Indian Harbour-Phase II, The Condominiums of Indian Harbour - Phase IIIA, and The Condominiums of Indian Harbour - Phase IIIB, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Amended and Restated Declarations of Condominium shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

I HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the votes required by the Amended and Restated Declarations of Condominium and By-Laws.

DATED this 12th
day of August
2020.

WITNESSES:

THE CONDOMINIUMS OF INDIAN HARBOUR ASSOCIATION, INC.

By: 

Printed Name of Witness

Kim Gale, President

Signature of Witness



Printed Name of Witness

- Sarah Arnold

Signature of Witness

[Handwritten Signature]
Rebecca Opozda

STATE OF MASSACHUSETTS

) ss:

COUNTY OF PLYMOUTH

The foregoing Certificate of Adoption of Amendments was acknowledged before me by means of a physical presence or a on-line notarization this day of *August 12* - 2020, by Kim Gale, as President of The Condominiums of Indian Harbour Association, Inc., on behalf of said corporation. She is personally known to me or she has produced
Las identification.

in the County of Plymouth,

WITNESS my signature and official seal at State of Massachusetts, the date and year last aforesaid.

NOTARY PUBLIC: *Rebecca Opozda*

Sign: *[Handwritten Signature]*

(SEAL)

My commission expires: *01/20/2023*

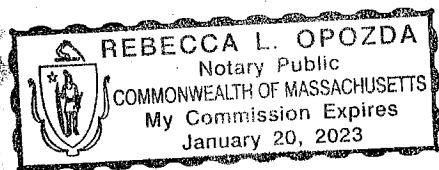
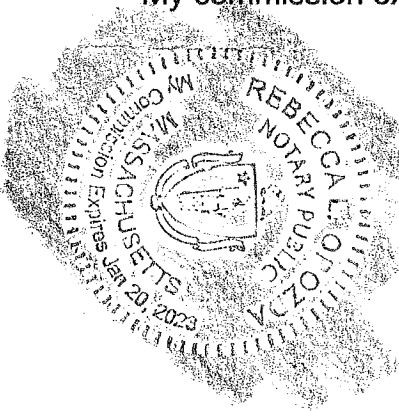


EXHIBIT "1"

**AMENDMENTS TO
THE AMENDED AND RESTATED DECLARATIONS OF CONDOMINIUM OF
THE CONDOMINIUMS OF INDIAN HARBOUR-PHASE I,
THE CONDOMINIUMS OF INDIAN HARBOUR-PHASE II,
THE CONDOMINIUMS OF INDIAN HARBOUR-PHASE IIIA, AND
THE CONDOMINIUMS OF INDIAN HARBOUR-PHASE IIIB**

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (----) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. Section 11.4.C.1 of the Amended and Restated Declarations of Condominium shall be amended to read as follows:

"1. Tropical Storm and Hurricane Protection and Shutters. Hurricane protection on windows and doors are limited to the roll-up or accordion style of shutters, white or off-white in color. Hurricane protection on the balcony/porch is limited to either the accordion or roll-down style, white or off-white in color. As to placement on the balcony/porch, the accordion style must be installed to the edges of the balcony/porch, and the roll-down style must be installed alongside the glass. No hurricane protection shall be bolted into any concrete portions of the Unit. ~~Hurricane shutters may not be kept in the closed position between December 1st and May 31st (non-hurricane season) of each year unless the Owner is absent from the Unit.~~"

2. Section 11.4.C.4 of the Amended and Restated Declarations of Condominium shall be amended to read as follows:

"4. Objects in front of or near Unit Entry Door. Up to two potted plants, only (with the only vegetable permitted being tomatoes), and up to two lightweight chairs that can be moved in and out by the Owner or tenant and one small table may be placed adjacent to the Unit's entry door, so long that same do not protrude into the walkway. In addition, one seasonal or holiday decoration shall be permitted only on the entry door but such that the entry door is not punctured, for a period of no earlier than two weeks prior to the date of the holiday and must be removed within two weeks after the date of the holiday."

3. Section 11.4.C.9(b) of the Amended and Restated Declarations of Condominium shall be amended to read as follows:

"9. Balconies/Porches.

.
. .
.

(b) Balcony/porch fans are permitted, ~~but must be of a light color.~~"

4. Section 12.2 of the Amended and Restated Declarations of Condominium shall be amended to read as follows:

"12.2 Age Restrictions; Housing for Older Persons.

A. Minimum Age Restrictions:

1. Except as otherwise provided for in this Section 12.2.A, the minimum age for occupancy of a Unit is twenty-one (21) years of age, except that any person under the age of twenty-one (21) years shall be entitled to visit for not more than 30 days in any calendar year when the Owner/ tenant/ licensee is present overnight along with the occupant visiting.
2. When the host is not present overnight along with the Guest visiting, then the following shall apply: Family members may occupy the Unit up to no more than ~~two (2) weeks~~ sixty (60) days total in any calendar year ~~per occupant~~, and only so long as each occupant is at least thirty (30) years of age. The sixty (60) day computation is as follows: Each overnight visitation irrespective of the number of Guests counts as one (1) Guest day; there shall be no more than sixty (60) such Guest days in any calendar year. Any Guest visiting more than thirty (30) days shall count in the computation under Section 12.1.B of this Declaration. Non-family members shall not be permitted to occupy the Unit overnight in the absence of the Owner/tenant/licensee occupying the Unit overnight. The term 'family members' shall mean and be limited to parents, grandparents, children, grandchildren (if of the permitted age), sisters and brothers, nieces and nephews and their children and all of their spouses. When a Guest is visiting overnight in the absence of the host, the Owner or tenant/licensee as host must advise the Association of information as set forth in a notice document prepared by and provided by the

Association from time to time, which must be executed by the host and visitors in part attesting to the visitor not paying any rent or other consideration for the occupancy under the penalty of perjury. It is not the intention that the Association has any right of approval or disapproval.

4-3. A Guest who is under the age of sixteen (16) years shall not use the pool and pool area unless accompanied by the Owner/tenant/licensee as host.

B. General 55 or Over Requirements. Florida fair housing laws, Brevard County ordinance and the Fair Housing Amendments Acts of 1988 (Public Law 100-430, approved September 13, 1988), as amended (collectively the 'fair housing laws'), provide that it is unlawful to discriminate against families with minor children (known as 'familial status') unless the Association qualifies itself as a community for older persons. For so long as the provisions regarding familial status, as set forth in the fair housing laws, are in full force and effect, the following shall apply to the Condominium:

1. No occupancy of a Unit shall be permitted unless at least one (1) occupant thereof is a person fifty-five (55) years of age or older. This provision applies to all Units, irrespective of the number of Units occupied by persons 55 years of age or older. See Sub-Section 'C.' below for exceptions.
2. The Association must publish and adhere to policies and procedures which demonstrate an intent to provide housing for persons fifty-five (55) years of age or older, as contemplated in the fair housing laws, inclusive of continuously updating the age census information.
3. All Owners and occupants shall deliver to the Association documentation demonstrating proof of age as referred to in the administrative rules adopted by HUD, as amended from time to time, along with a fully completed and signed proof of age form prepared and provided by the Association.

C. Exceptions to the 55 or Over Requirements. Notwithstanding the foregoing to the contrary, only the following future occupancies shall be permitted, even though no occupants have obtained the age of fifty-five (55) years, provided that the occupant is at least twenty-one (21) years of age and further provided that at the time the

following exceptions are sought, not less than eighty percent (80%) of the Units in all Condominiums are occupied or are considered occupied by at least one person fifty-five (55) years or older:

1. Occupancy by a surviving spouse, or a surviving non-spouse companion, provided that the residence of the surviving spouse or companion is the same as that of the deceased at the time of death.
2. Occupancy by a caregiver and/or professional medical personnel providing care to and based on the medical needs of permitted occupant(s).
3. Occupancy of Guests in the absence of the host as provided for in Sub-Section A.2 above.

D. Definition. The term 'occupant' in this Section 12.2 shall mean and include only overnight visitation."

5. A new Section 13.4 shall be added to the Amended and Restated Declarations of Condominium:

"13.4 Lease Waiting Period. Subject to any other provision in this Declaration restricting leasing, no Unit may be leased for a period of twelve (12) months following the date that an Owner obtained or obtains title to the Unit. In the event that an Owner obtains title to a Unit with a lease in place, that lease shall be permitted only to the end of the lease term but the Owner may not re-lease the Unit to that lessee or any other lessee for a period of twelve (12) months after the tenants vacate the Unit. This Section 13.4 shall apply to future as well as existing Owners. The Association who is a high bidder at a lien foreclosure sale or a tax deed sale and obtains title to the Lot including by a deed in lieu of lien foreclosure, shall be permitted to lease the Unit without regard to the leasing restrictions contained in this Section 13.4; the purpose for this exception is a recognition that the Association will be attempting to recoup through rental proceeds the unpaid assessments, the interest and late fees and costs and attorney's fees due and owing with respect to the assessment collection matter."

6. A new Section 13.5 shall be added to the Amended and Restated Declarations of Condominium and shall read as follows:

"13.5 Rental/License Cap. The maximum number of Units which may be leased is twenty-two percent (22%) of all Units in all Condominiums. A waiting list shall be created and administered by the Board of Directors of the Association. In order for an Owner to be placed on the waiting list, the Owner must comply with any other leasing restrictions in the Declaration. Furthermore, an Owner may be placed onto the waiting list in two ways: (a) by providing notification to the Association that the Owner has a prospective tenant; or (b) if a lease is in force and the Owner notifies the Association in writing that the Owner wishes to lease to a different tenant; if a renewal of the lease, then the preference referred to and as limited below shall apply. The notification must be provided via certified mail or commercial overnight mail carrier, and when the Association receives the notification, the Owner is then placed on the waiting list. Notwithstanding the foregoing to the contrary, where an Owner renews a lease with the same lessee with no break in the lease term, the Owner shall be entitled to a preference and may renew the lease with proper Board approval as stated in this Declaration without having to go onto the waiting list, even though the rental cap is exceeded; the rental cap shall automatically be increased if necessary to accommodate such lease. To the extent that the Association receives more than one (1) notification from Owners on the same date, and the rental cap is such that not all of such Owners are eligible to lease, the Board shall randomly draw lots at a Board meeting to determine the order on which the particular Owners shall be placed onto the waiting list so long as the twenty-two percent (22%) rental cap has not been reached. This Section 13.5 shall apply to all future as well as existing Owners. This Section 13.5 shall not apply to the Association obtaining title to a Unit as a high bidder at a lien foreclosure sale or tax deed sale or obtains title by a deed in lieu of lien foreclosure; the purpose of this exception is a recognition that the Association will be attempting to recoup through rental proceeds the unpaid assessments, the interest and late fees and costs and attorney's fees due and owing with respect to the assessment collection matter. In the event that the Association does so obtain title, the cap shall automatically be increased if necessary to accommodate the Unit leased by the Association."